

DOCUMENT RESUME

ED 257 363

HE 018 418

TITLE Collective Bargaining Agreement by and between the Administration of Adelphi University and Adelphi University Chapter, American Association of University Professors, September 1, 1984-August 31, 1987.

INSTITUTION Adelphi Univ., Garden City, N.Y.; American Association of Univ. Professors, Washington, D.C.

PUB DATE 1 Sep 84

NOTE 67p.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC03 Plus Postage.

DESCRIPTORS Advisory Committees; Arbitration; *Collective Bargaining; *College Faculty; *Contracts; Employment Practices; Faculty College Relationship; Faculty Workload; Grievance Procedures; Higher Education; Leaves of Absence; Merit Pay; Part Time Faculty; *Personnel Policy; *Private Colleges; Released Time; Teacher Employment Benefits; Teacher Salaries; Teacher Strikes; Unions

IDENTIFIERS *AAUP Contracts; *Adelphi University NY; American Association of University Professors; Constitutions; Dues Checkoff

ABSTRACT

The collective bargaining agreement between the Adelphi University Administration and the Adelphi University Chapter (540 members) of the American Association of University Professors (AAUP) covering the period September 1, 1984-August 31, 1987 is presented. Items covered in the agreement include: definitions; recognition and definition of the unit; information to the AAUP; checkoff of AAUP dues; the relationship between the parties; the personnel plan and governance provisions; guarantee of rights; grievance and arbitrations; no strikes/lockouts; compensation; equalization; payments; fringe benefits; release time; faculty information, facilities, and privileges; workload; minimum terms; interest succession; separability; ratification; and effective date and duration. Appended are the National Labor Relations Board Certification, the constitution of the Adelphi University faculty, and the university's personnel plan. (SW)

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COLLECTIVE BARGAINING
AGREEMENT
BY AND BETWEEN
THE ADMINISTRATION OF ADELPHI UNIVERSITY
- and -
ADELPHI UNIVERSITY CHAPTER,
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

September 1, 1984 - August 31, 1987

Garden City, New York

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ARTICLE I DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

1. "Administration" means the Board of Trustees and duly constituted administrative officers and agents of Adelphi University, Garden City, New York, a private institution of higher education chartered by the State of New York.

2. "Faculty member" means an individual bargaining unit faculty member as the bargaining unit is defined by the NLRB certification appended hereto as "Appendix A."

3. "The AAUP" means the Adelphi University Chapter, American Association of University Professors.

4. "Full-time faculty member" means a member of the bargaining unit who holds faculty rank as defined in the Personnel Plan and who has been issued a contract as a full-time faculty member.

5. "Regular part-time faculty" means one who is employed in either semester of the current academic year and who has been employed at least one semester in each of the last two academic years exclusive of summer sessions.

6. "Provost" means the chief academic officer whatever, the title may be.

ARTICLE II RECOGNITION AND DEFINITION OF UNIT

The Administration recognizes the AAUP as the exclusive representative of the employees in the following bargaining unit:

INCLUDED: All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, the director and associate director of the computing center, the registrar, the research administrator, the director of admissions, the director of intercollegiate athletics, the director and assistant director of libraries, directors of the school of nursing, the director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of the instructional media center, guards, and supervisors within the meaning of the Act.

ARTICLE III
INFORMATION TO THE AAUP

A. During the term of this Agreement, the Administration shall make available to the AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement or the negotiation of subsequent Agreements.

B. Within 30 days after receipt of a notice of appointment signed by a new full-time faculty member, the Administration shall provide the AAUP with the name, mailing address, rank, base salary, effective date, and length of appointment of such new faculty member.

C. Within 30 days after the effective date of appointment of a part-time faculty member who will be commencing at least his/her third year of teaching at Adelphi, the Administration shall provide the AAUP with the name, mailing address, rank, if any, compensation, and effective date of appointment of such faculty member.

D. Within 45 days after the start of each semester, the Administration shall provide the AAUP with a list of all part-time faculty members appointed for such semester, including the name, mailing address, previous semesters taught at Adelphi, rank, if any, workload, and compensation.

E. Within 15 days after receipt of notice that a full- or part-time faculty member has terminated his/her appointment at Adelphi for any reason whatsoever, including retirement, disability, or death, the Administration shall provide the AAUP with the name of such faculty member.

F. The Administration shall forward to the AAUP copies of all termination notices of full-time faculty members at the same time such notices are sent to the faculty member.

G. The Administration shall notify the AAUP of any change in status or title of a faculty member within 15 days after such change is determined.

H. Within 30 days after the start of each program semester, the Administration shall provide the AAUP with a list of administrators and of faculty teaching in all special alternative campus, and off-campus programs currently in existence or which may hereafter be developed. When such persons are members of the bargaining unit, the list shall include name, mailing address, rank, workload, salary, fringe benefits, effective date and length of appointment, and prior appointments in all special, alternative campus and off-campus programs.

I. Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of the names of all full- and part-time administrators, including any faculty members who receive credit or pay as part-time administrators. When such persons are members of the bargaining unit, such list shall include base salary, special compensation and/or assigned time credit, if any, for said administrative assignments. In addition, the AAUP shall be informed of all new administrative appointments including name and title of such new appointment.

J. Within 10 days of its acceptance by the Board of Trustees, which is normally in January, the Administration shall provide the AAUP with a copy of the annual audited statement. If the audited statement is delayed, the Administration shall notify the AAUP of this fact and the probable date of availability and provide it to the AAUP within ten (10) days of its acceptance by the Board.

K. Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of all faculty who are members of the collective bargaining unit and who are paid or whose salary is funded in full or in part by special training or research grants.

L. Within 90 days after the beginning of each semester, the Administration shall provide the AAUP with copies of load sheets of each full-time and regular part-time faculty member.

M. By September 1 of each year, the Administration shall designate the individual who is responsible for complying with each of the requirements to furnish information as provided in this article during the term of this Agreement.

ARTICLE IV CHECK-OFF OF AAUP DUES

The AAUP will collect signed check-off authorization cards from its dues-paying members, and will submit all newly signed cards by the 15th of each month to the Administration. The Administration shall deduct dues in amounts certified by the Treasurer of the AAUP from time to time from the faculty member's paycheck either monthly or annually, at the option of the faculty member, and shall remit the receipts to the AAUP once each month.

Revocation of a signed check-off authorization card shall be effective for the subsequent academic year commencing September 1 only if the revocation is signed by the faculty member and submitted by the AAUP to the Administration.

The AAUP shall promptly submit the signed revocation form to the Administration and shall reimburse the University for any actual losses it incurs as a direct result of the AAUP's failure to submit a signed revocation prior to the first effective pay date in the subsequent academic year.

ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

A. The AAUP shall be permitted to use Adelphi's facilities and services, including campus mail, for the transaction of AAUP business, provided that such utilization does not interrupt normal Adelphi operations. The AAUP shall pay for all standard service costs.

B. The Administration shall provide the AAUP with a suitable office on campus, including on-campus telephone service. Access to the computer network will be limited to the academic computer(s).

C. The parties will confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

D. At the time a new full-time faculty member is appointed or when a part-time faculty member attains regular part-time status his/her name and mailing address will be provided to the AAUP. At the time the Administration sends such individual a contract for signature, it shall include a copy of this Agreement.

E. The parties agree to form a committee which shall meet at least once every two (2) months, with the Provost present, to discuss issues of interest to the faculty and administration. Either party shall have the right to present agenda items for discussion. In these discussions of the agenda items there shall be a good faith effort to provide information which is readily available and which will assist an informed discussion.

ARTICLE VI PERSONNEL PLAN AND GOVERNANCE PROVISIONS

A. The Constitution of the Faculty of Adelphi University, including the document pertaining to the University Council, shall provide continuance of existing rights, privileges, and responsibilities of the Faculty to participate directly through the Senate in its own governance and in the initiation of the decisions on educational policy and standards within the University.*

B. The Personnel Plan of Adelphi University, including all Appendices thereto, shall provide continuance of existing policies and procedures on Faculty status, in all conditions and rights of appointment, reappointment, tenure, promotion, retirement, obligations, and hearings.*

C. Amendments to the Constitution and the Personnel Plan shall be made through existing procedures. Amendments affecting terms and conditions of employment require the concurrence of the AAUP and Administration. However, provisions of these documents affecting terms and conditions of employment may also be modified by this Agreement.

D. The Administration shall print copies of the Constitution and Personnel Plan including all amendments made and effective prior to September 1, 1984. These documents shall be appended as exhibits to this Agreement.

*Disputes over the interpretation, application, or alleged violation of these paragraphs shall be subject to arbitration pursuant to the grievance and arbitration provisions of this contract.

ARTICLE VII
GUARANTEE OF RIGHTS

A. The Administration and the AAUP agree that there shall be no discrimination against any faculty member or against any applicant for employment by reason of age, race, creed, color, sex, sexual preference, religion, handicap, or national origin. The parties agree to support the principle of affirmative action.

B. The Administration and the AAUP support the Statement on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors and adopted January 10, 1941, and incorporated in Appendix A of the Adelphi University Personnel Plan.

C. All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement or by mutual consent. "Generally applicable" as used herein means a practice which has been applied to a well-defined category of faculty members or to a reasonably broad group of faculty members from different departments who share a community of interest. It is understood that this clause does not apply to the size and scheduling of classes, nor does it apply to workload.

D. Each faculty member shall, upon written request to the Provost, be advised of all personnel files regarding such member maintained by the chair, deans, and other administrative officers. Upon reasonable notice, the faculty member shall have access to all material in those files. The faculty member shall have the right to submit material to be included in his or her file, and to respond in writing to any document therein and have such written response placed in the file. Personnel material not accessible to a faculty member shall not be transmitted or used in any way. This provision shall not apply to the confidential files maintained by the University Personnel Committee.

E. Beginning in the fifth semester in which a part-time faculty member is employed by Adelphi, he/she may request evaluation by his/her department or school according to criteria and procedures previously developed by that department or school, approved by the appropriate Dean and the Provost, and disseminated. A faculty member who receives a favorable recommendation by vote of a majority of the full-time faculty of the department or school shall, with the approval of the Dean and the Provost, be given in his/her next semester of teaching the title, "Regular Adjunct Faculty." A regular part-time faculty member who does not request such evaluation or who is not granted the title Regular Adjunct Faculty remains a regular part-time faculty member.

The full-time faculty of a department or school shall propose to the chairperson or appropriate Dean and the Provost the academic role, if any, and voting rights, if any, for Regular Adjunct Faculty, which will require approval of the Dean and the Provost.

A Regular Adjunct Faculty member who has:

- a. taught at Adelphi a total of at least seven (7) years, excluding summer sessions, and amassed during that period a minimum of eighty (80) credit-hours exclusive of summer sessions, or
- b. taught at Adelphi for ten (10) consecutive years

shall have the right to apply to his/her department or school for the title of "Senior Adjunct Faculty."

For purposes of determining eligibility under this Article VII.E:

- a. The accumulation of years of service and teaching credits shall commence with the effective date of the first collective bargaining agreement (September 1, 1973) between the parties. Breaks in service prior to September 1, 1985 shall not be included in years of service nor affect the accumulation of consecutive service and teaching credits.
- b. Effective September 1, 1985, consecutive service and the accumulation of credits shall not be considered broken by:
 - i. an approved leave of absence, or
 - ii. up to three (3) years of not teaching at Adelphi where course assignments were not available under the circumstances set forth in Section F (except for subparagraph 1) of this Article.

There shall be a limitation of twenty-two (22) Senior Adjunct Faculty positions allocated for the University (excluding University College), which limitation shall expire with this Agreement.

A Regular Adjunct Faculty member who makes such a request shall be evaluated on the basis of criteria and procedures previously established by the department or school, approved by the appropriate Dean and the Provost, and disseminated. A majority vote of the faculty of the department or school as well as the approval of the Dean and the Provost will be required for the granting of the title. A Regular Adjunct Faculty member who does not request such evaluation or who is not granted the title Senior Adjunct Faculty remains a Regular Adjunct Faculty member.

The full-time faculty of a department or school shall propose to the chairperson or appropriate Dean the academic role, if any, and voting rights, if any, for Senior Adjunct Faculty, which shall require the approval of the Dean and the Provost.

The above procedure for attaining the titles, and academic role, if any, of Regular Adjunct Faculty and/or Senior Adjunct Faculty shall not apply to University College. The Administration and the AAUP shall form a committee to establish the method for introducing such titles, and academic role, if any, into University College during the academic year 1984-85, which shall become effective September 1986.

F. No regular part-time faculty member, Regular Adjunct Faculty member, or Senior Adjunct Faculty member shall have his/her employment terminated by the Administration, when his/her most recent course(s) continue to be offered, for reasons other than:

1. lack of merit
2. lack of enrollment
3. where full-time faculty in the department or program are underloaded
4. where full-time faculty must be substituted for reasons of accreditation or retraining
5. where a full-time or another part-time faculty member must be used to accommodate changes in program or curriculum, or
6. when such course or courses are taught by a full-time faculty member.

A regular part-time faculty member, Regular Adjunct Faculty member, or Senior Adjunct Faculty member whose employment is terminated as a result of 2, 3, 4, 5, or 6 above shall retain his/her title for a period of three years from the date employment was terminated.

A Senior Adjunct Faculty member shall be offered a teaching load at least equal to that he/she has had over the previous five years (excluding summer sessions), provided courses and/or sections are available, subject to the same conditions as apply to items 2, 3, 4, 5, and 6 above.

G. The department chairperson, or other appropriate individual, shall discuss teaching schedules with the faculty prior to such schedules being submitted to the Registrar's Office. Faculty shall be informed in writing and with adequate notice of their tentative teaching schedules. Additionally, Senior Adjunct Faculty, Regular Adjunct Faculty, and regular part-time faculty shall be informed in writing, at the time they are made, of any changes in texts, curricula, or other academic matters which affect courses they teach.

H. The department chairperson, or other appropriate individual, shall circulate a general notice to all faculty ten (10) days in advance of the circulation to the general public of teaching opportunities in all new programs, special assignments, summer sessions, and intersessions. Assuming equal qualifications, these opportunities shall be offered to full-time faculty before being offered to part-time faculty.

I. A full-time faculty member shall have the right to request, in writing, a reduction to reduced load status at a level of less than 100% but at least 50% of normal load for a specified period of time. A faculty member with reduced load status shall receive an appropriately pro-rated portion of his/her salary and full standard University contributions to any fringe benefit programs in which the faculty member participates. A faculty member on reduced load status shall accrue pro-rated time towards tenure and/or promotion. The Administration may deny requests for reduced load status for academic and/or fiscal reasons stated in writing. The Administration shall not deny a request of a faculty member with reduced load status to return to full-load status.

J. Regular part-time faculty members, Regular Adjunct Faculty members, and Senior Adjunct Faculty members shall be informed by individual letters mailed to their home addresses of all openings for full-time faculty positions in their department or school.

ARTICLE VIII GRIEVANCE AND ARBITRATION

A. Definition of Grievance:

A grievance is a dispute concerning the interpretation, application, or alleged violation of this Agreement.

B. Settlement of Disputes:

The Administration and the AAUP shall make an earnest effort to resolve potential grievances informally at the departmental level.

C. Formal Grievance Procedure:

1. Step I

The Grievant (or the AAUP) shall file a written grievance with the appropriate Dean within one (1) month after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered by the exercise of due diligence.

The Dean shall hold separate or joint conferences within two (2) weeks after receipt of the grievance to discuss the dispute with all relevant parties, including appropriate department heads, in an attempt to reach a satisfactory settlement.

If the dispute is not settled the Dean shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his/her position regarding the matter.

2. Step II

The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step I position by filing a written notice of appeal with the Provost within one (1) week after actual receipt of the Dean's written statement of position.

The Provost shall hold separate or joint conferences within one (1) week after receipt of the notice of appeal to discuss the dispute with all relevant parties, in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Provost shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of the Administration's position regarding the matter.

3. Step III

If the grievance is not satisfactorily resolved at Step II, either the AAUP or the Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring arbitration notifies the other party, within three (3) weeks after the Administration's Step II position shall have been received by the grievant and the AAUP, of its intention to seek arbitration.

4. Alternative Step I

In the event that the grievance involves a question which can be settled only at the highest levels of authority, the grievance may be filed in the first instance with the Provost, who shall process it in the manner set forth for Step I, except that in such event Step II shall be eliminated and the Provost's response shall constitute the Administration's final position regarding the matter. In the event the grievance is filed against the Provost, such grievance may be filed directly with the President or his/her designee.

5. Special Initial Date of Grievance

If a grievance arises during the last ten (10) days of the Fall Semester, all dates start with the beginning of the Spring Semester. If a grievance arises during the last ten (10) days of the Spring Semester, then the one month listed in Article VIII, C.1. Step I shall be extended to ninety (90) days.

D. Appointment of Arbitrator:

The arbitrator shall be selected pursuant to the rules of the American Arbitration Association (AAA). All arbitration under this Agreement shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA.

E. Cost of Arbitration:

The necessary expenses of arbitration, excluding counsel fees, shall be shared equally by the parties.

F. Excluded Matters:

Notwithstanding anything to the contrary contained herein, the following matters, which are governed by existing practices and statutes (e.g. Personnel Plan, Faculty Constitution), shall not be subject to the foregoing grievance and arbitration procedures: disputes relating to termination or suspension of a tenured faculty member or of a non-tenured faculty member during the period of a contract, or to appointment, reappointment, promotion, academic freedom, and tenure.

G. Faculty Grievance Committee:

The provisions of the Personnel Plan relating to the Faculty Grievance Committee shall continue in full force and effect with respect to matters within its jurisdiction thereunder. If the Committee submits findings and recommendations to the Administration, there shall be a response from the appropriate administrator within a period of three (3) weeks. This response shall summarize the Administration's position.

H. Right to Initiate Arbitration and Settle Disputes:

No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof, such right to initiate arbitration being limited to the AAUP and the Administration. In the event that any claim is made at any time by any faculty member against the Administration or the AAUP under the provision of this Agreement, any agreement or adjustment made by or between the AAUP and the Administration with respect to such dispute shall be final and binding upon the faculty member.

**ARTICLE IX
NO STRIKES - NO LOCKOUTS**

The Administration shall not engage in any lockout and the AAUP and any employee or employees in the bargaining unit, singly or in concert, shall not authorize, condone, or engage in any strike, slow-down, picketing, cessation of work, or other interference with the business of the University during the life of the Agreement.

ARTICLE X
COMPENSATION

A. Full-time Faculty Salary:

1. Effective September 1, 1984, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased as follows:

The average 1983-84 base salary shall be determined for the categories Professor, Associate Professor, Assistant Professor, and Instructor. These four numbers shall be multiplied by five percent (5%) and the four resultant amounts plus any applicable promotion increment shall be added to the respective 1983-84 individual base salaries. The resulting totals shall be deemed the 1984-85 base salaries.

2. Effective September 1, 1985, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased as follows:

The average 1984-85 base salary shall be determined for the categories Professor, Associate Professor, Assistant Professor, and Instructor. These four average salaries shall be increased by a percentage (hereinafter referred to as the "cost-of-living factor"). The cost-of-living factor shall be equal to the percentage increase, if any, in the Consumer Price Index (1967=100) (all Urban) for the twelve month period July 1984 through June 1985, as determined by the Bureau of Labor Statistics for the New York-Northeastern New Jersey Region. In the event that the cost-of-living factor is less than four percent (4%) the four average salaries shall be multiplied by four percent (4%) and the four resultant amounts shall be added to the respective 1984-85 individual base salaries. If the cost-of-living factor is greater than eight percent (8%) the four average salaries shall be multiplied by eight percent (8%) and the four resultant amounts shall be added to the respective 1984-85 individual base salaries. In addition to the foregoing, faculty members shall receive any applicable promotion increments and any equalization payments to which they are entitled under this Agreement. The resulting totals shall be deemed the 1985-86 base salaries.

3. Effective September 1, 1986, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased as follows:

The average 1985-86 base salary shall be determined for the categories Professor, Associate Professor, Assistant Professor, and Instructor. These four average salaries shall be increased by a percentage (hereinafter referred to as the "cost-of-living factor"). The cost-of-living factor shall be equal to the percentage increase, if any, in the Consumer Price Index (1967=100) (all Urban) for the twelve month period July 1985 through June 1986, as determined by the Bureau of Labor Statistics for the New York-Northeastern New Jersey Region. In the event that the cost-of-living factor is less than four percent (4%) the four average salaries shall be multiplied by

four percent (4%) and the four resultant amounts shall be added to the respective 1985-86 individual base salaries. If the cost-of-living factor is greater than eight percent (8%) the four average salaries shall be multiplied by eight percent (8%) and the four resultant amounts shall be added to the respective 1985-86 individual base salaries. In addition to the foregoing, faculty members shall receive any applicable promotion increments and any equalization payments to which they are entitled under this Agreement. The resulting totals shall be deemed the 1986-87 base salaries.

4. Effective commencing September 1, 1984, a full-time faculty member who is promoted shall receive a promotion increment of \$1000.

B. Regular Part-time Faculty Salary and Overload Compensation:

1. Effective as noted below, regular part-time faculty salary and overload rates shall be as follows:

Previous Semesters Taught	Fall Sem. 1984-85
0-5	\$1061
6-10	\$1187
11 or more	\$1344

2. The foregoing rates apply to each three (3) credit-hour course taught by regular part-time faculty members and by full-time faculty on overload, including courses during summer session, but excluding intersession, if any. These rates shall not apply to Adelphi-on-Wheels, or to ABLE and other University College administered programs. Payments for teaching in Adelphi-on-Wheels and the University College administered programs, except ABLE, shall be the same as in 1975-76. Travel premiums for existing programs shall remain the same as in 1975-76.

3. Effective as noted below, the rates which shall apply for regular part-time faculty members and full-time faculty on overload for each four (4) credit hours taught in the ABLE program shall be as follows:

Previous Semesters Taught	Fall Sem. 1984-85
0-5	\$1414
6-10	\$1582
11 or more	\$1792

4. Effective September 1, 1985 the rates in paragraphs B.1 and B.3 for part-time and overload shall be increased by the same percentage as full-time salaries as specified in paragraph A.2 of this Article. Effective September 1, 1986 the rates for part-time and overload in effect during 1985-86 shall be increased by the same percentage as full-time salaries as specified in paragraph A.3 of this Article.

5. Effective September 1, 1986, Senior Adjunct Faculty rates shall be ten percent (10%) above the applicable rate specified in paragraph B.1 or B.3 as modified by paragraph B.4 of this Article.
6. If a regular part-time faculty member has exceptional professional experience the academic unit employing the faculty member may, with the approval of the Dean, petition the Provost for the crediting of such experience as prior teaching experience for purposes of determining salary as per the salaries in paragraphs B.1 or B.3 as modified by paragraph B.4 of this Article.

C. Merit Stipends:

1. A faculty member may apply for a merit stipend or may be nominated for such stipend by another individual. Applications for a merit stipend shall be reviewed by a committee of three faculty members elected according to procedures established by the Faculty Senate and three administrators appointed by the Provost. Committee members shall not be eligible for merit stipends. Applications or nominations for merit stipends must be received by the chair of the review committee by December 1. The committee shall forward, at one time, the names of all faculty it recommends for merit stipends to the Provost by April 1. The Provost shall evaluate the recommendations and will arrange for payment of stipends normally before the last working day in May. The Provost, at the time of notifying individual faculty of the award of merit stipends, shall also notify the evaluation committee and the AAUP of the awards made.
2. The evaluation committee shall develop its own procedures and criteria, but shall include consideration of outstanding performance in any or all of the areas of teaching, scholarship, and service. It shall specifically exclude considerations of class size except insofar as they may relate to outstanding teaching.
3. Each merit stipend shall be a one-time award of \$1000, which shall not become part of base salary. Faculty have the right to apply for merit stipends in successive years. For the term of this contract, no more than five (5) merit stipends per year shall be awarded.

D. Mileage Allowance:

The rate per mile used in all calculations related to travel shall be the rate used by the I.R.S. for deduction purposes.

ARTICLE XI EQUALIZATION

Effective on each of the following dates, the Administration shall allocate the following sums to be distributed to certain full-time faculty members in the form of increased base salaries:

Effective Date	Amount Allocated
September 1, 1985	\$20,000 per annum
September 1, 1986	\$20,000 per annum

The increases will be allotted among the faculty pursuant to formulae developed by the AAUP, subject to approval of the Administration, which approval shall not be unreasonably withheld.

ARTICLE XII PAYMENTS

A. Full-time Base Salary:

1. The Administration offers the option of paying faculty in nine (9) or twelve (12) equal installments on the last working day of each month. However,

a. Faculty members may not change the schedule of payments selected (nine (9) or twelve (12) months) during any fiscal year. Changes may be effected only for a new fiscal year and after thirty (30) days' notice to the Administration.

b. Exception to a. above may be made by the Administration in the matter of June, July, and August salaries (twelve (12) month schedule) if:

- 1) Thirty (30) days' notice is given to the Administration;
- 2) Sufficient cause is established.

2. Payments for faculty members on sabbatical leave will be made in accord with the schedule chosen by the faculty member. However, the exceptions noted in 1.b above may be employed with the same provision.

B. Part-time, Overload, and Summer Session Salary:

1. Part-time faculty members will be paid in three equal installments: the normal midmonthly payroll day of October and November, and the last working day* of December in the Fall semester, and the normal midmonthly payroll day of March and April, and the last working day* of May in the Spring semester.

2. Overload payments, except for courses in the ABLE, MBA off-Campus, Adelphi-on-Wheels, and other special programs, will be made in one payment on the last working day of November in the Fall semester, and the last working day of April in the Spring semester.

3. Summer session payment will be made on the last working day* of the session.

C. General Provision:

It shall be Administration policy to make payment for the months of December and May and the sole payment in a summer session, only after a faculty member has completed his/her work for the term or session to include submission of the final grade list.

*Last working day in any session will be the last day of examinations as set forth in the Academic Calendar.

ARTICLE XIII FRINGE BENEFITS

A. Blue Cross:

1. The Blue Cross Plan provides 120 Day Hospital Coverage for each participant. This plan is described in detail in a booklet which is available from the Personnel Services Office. The kinds of Blue Cross plans available are single policy, family policy, and senior care policy.

2. A faculty member becomes eligible for Blue Cross on the first day of the month coinciding with or next following the day he/she begins employment. If Blue Cross is not applied for at the time of eligibility one can only apply for coverage if he/she is transferring from an existing Blue Cross policy held elsewhere. Eligible dependents are the spouse of an eligible faculty member, unless legally separated, unmarried children under age 19, and unmarried children from age 19 through 25 who are full-time students and dependent upon the faculty member for support.

3. Participation in the Blue Cross Plan is open to full-time faculty, Senior Adjunct Faculty, Regular Adjunct Faculty, and regular part-time faculty.

4. The division of premiums shall continue on the same basis as was in effect during 1983-84. This is to say that the University shall pay one hundred percent (100%) of the premium for a single policy, and seventy-five percent (75%) of the premium for a family policy. Senior Adjunct, Regular Adjunct, and regular part-time faculty members may participate in the group plan but the University shall not make any contribution towards the premium.

B. Health Maintenance Organization (HMO):

1. The Blue Cross and Blue Shield of Greater New York Health Maintenance Organization (HMO) through its three medical groups - the Community Health Program of Queens-Nassau, Inc., affiliated with Long Island Jewish-Hillside Medical Center, the Montefiore Hospital Medical Group, and the Community Health Plan of Suffolk, Inc. - provides comprehensive medical and hospital services with little or no out-of-pocket expenses for the faculty member or his/her family whenever care is needed. The HMO concept emphasizes preventive medicine. The accent is on keeping participants healthy by encouraging care on a regular basis. The two plans available are a single policy and a family policy.

2. A faculty member becomes eligible for an HMO Plan on the first day of the month coinciding with or next following the day he/she begins employment. If an HMO Plan is not applied for at the time of eligibility, one can only apply for coverage if he/she is transferring from an existing Blue Cross policy held elsewhere. A faculty member may transfer to an HMO Plan from Blue Cross, or from Blue Cross to an HMO Plan, at any time. Eligible dependents are the spouse of an eligible faculty member, unless legally separated, and unmarried children under age 19.

3. Participation in the HMO Plan is open to full-time faculty, Senior Adjunct Faculty, Regular Adjunct Faculty, and regular part-time faculty.

4. The division of premiums shall continue on the same basis as was in effect during 1983-84. This is to say that the University shall contribute, towards the HMO premium, an amount equal to seventy-five percent (75%) of the total premium for a Blue Cross Family Policy. Senior Adjunct, Regular Adjunct, and regular part-time faculty members may participate in the plan but the University shall not make any contributions towards the premium.

C. Major Medical:

1. A booklet describing the Major Medical Plan is available from the Personnel Services Office. The Major Medical Plan is called a "wraparound" Major Medical Plan. This means that all medical claims will be filed with a single carrier. The major medical deductible is \$150 per person per year; however, the deductible applies only to the first two persons in a family. When two family members satisfy the deductible, \$150 each, the remainder of the family does not have a deductible for the remainder of the year. After satisfaction of the deductible the policy pays eighty percent (80%) of the first \$5000 of charges and one hundred percent (100%) of all charges in excess of \$5000 per individual. Two additional features of the "wraparound" Major Medical Plan are:

a. Nondeductible \$100 x-ray feature: This provision allows payment of the first \$100 spent for x-ray/laboratory costs without the necessity of satisfying a deductible.

b. Nondeductible \$300 supplemental accident benefit: This feature provides that each covered individual will be covered for the first \$300 of medical costs resulting from an accident without the necessity of satisfying a deductible.

2. A faculty member becomes eligible for Major Medical on the first day of the month coinciding with or next following the day he/she begins employment. If Major Medical is not applied for at this time a statement of health must be submitted to the insurance carrier which has the right to decline coverage if medical evidence deems it necessary. Eligible dependents are the spouse of an eligible faculty member, unmarried children under age 19, and unmarried children from age 19 through 25 who are full-time students and dependent upon the faculty member for support. (If a faculty member is divorced and the divorce decree mandates that the faculty member provide medical insurance for the ex-spouse the faculty member may retain family coverage. A single parent may retain family coverage.) To be eligible

for the "wraparound" features of the Major Medical Plan a faculty member must be a participant in the Adelphi Blue Cross plan. A faculty member with a Blue Cross policy elsewhere may continue that policy and may have Major Medical coverage at Adelphi but will not be able to take advantage of the nondeductible \$100 x-ray benefit or of the nondeductible \$300 supplemental accident benefit.

3. Participation in the Major Medical Plan is open to full-time faculty. Senior Adjunct Faculty, Regular Adjunct Faculty, and regular part-time faculty members may participate provided they are approved by the insurance carrier after submission of a statement of good health.

4. The division of premiums shall continue on the same basis as was in effect during 1983-84. This is to say that the University shall pay one hundred percent (100%) of the premium for a single policy, and seventy-five percent (75%) of the premium for a family policy. Senior Adjunct, Regular Adjunct, and regular part-time faculty members may participate in the group plan but the University shall not make any contribution towards the premium.

D. Disability Benefits:

1. The Long Term Disability Insurance Plan provides benefits which begin on the first day of the month following six (6) consecutive months of total disability and continue during such disability until age 70 or as subject to Federal law. The coverage in effect during 1983-84 shall be continued except that effective September 1, 1984 the benefits shall be calculated at the rate of sixty percent (60%) of base salary up to a maximum benefit of \$3000 per month. A booklet describing the Disability Plan is available from the Personnel Services Office.

2. A full-time faculty member is covered by this insurance plan effective the first day of the month following the completion of six months of employment at Adelphi.

3. The University shall pay the total premium for disability insurance.

E. Life Insurance:

1. The University shall provide each full-time faculty member with \$3000 of life insurance at no cost to the faculty member.

2. Full-time faculty shall be eligible to participate in a contributory life insurance program. The coverage under this program shall be twice base salary up to a maximum coverage of \$100,000 for the faculty member, \$5000 for the spouse of the faculty member, and \$1000 for each dependent child. The faculty member's contribution towards the premiums for this insurance shall be the same as during 1983-84. This is to say that the faculty member's monthly contribution towards the premium per \$1000 of coverage shall be \$0.30 for faculty under age 40, \$0.40 for faculty age 40-49, and \$0.50 for faculty age 50 or more.

3. Full-time faculty shall have the right to participate in the Voluntary Personal Accident Insurance Plan offered through the University. A brochure describing this plan is available in the Personnel Services Office.

F. Other Insurance Benefits:

1. Each full-time faculty member, Senior Adjunct Faculty member, Regular Adjunct Faculty member, and regular part-time faculty member shall be covered by \$1,000,000 of Professional Liability Insurance to cover clinical and similar teaching situations. The University shall pay the full premium for this insurance.

2. Each full-time faculty member, Senior Adjunct Faculty member, Regular Adjunct Faculty member, and regular part-time faculty member shall be covered by \$10,000,000 of Board of Education Liability Insurance to cover wrongful acts, errors, and omissions. The University shall pay the full premium for this insurance.

3. Each full-time faculty member, Senior Adjunct Faculty member, Regular Adjunct Faculty member, and regular part-time faculty member shall be covered by \$150,000 of 24-hour Accidental Death and Dismemberment Insurance while traveling on University business. A University business trip commences when the faculty member leaves his/her residence or place of regular employment, whichever occurs last, for the purpose of going on such a trip, and shall continue until such time as the faculty member returns to his/her residence or place of employment, whichever occurs first. For each traveler's protection it is important to record in official departmental files all official business trips, local or otherwise, prior to departure. The University shall pay the full premium for this insurance.

4. Other existing insurance benefits, including but not limited to those specified in Sections A-F of this Article, shall continue on the same basis as at present.

G. Legal Insurance:

The Administration and the AAUP shall use the Fringe Benefits Committee established below to explore the possibility of implementing an insurance policy to cover the costs of legal service required by individual faculty members.

H. Change of Insurance Carriers:

Nothing in sections A-F of this Article shall prevent the University from changing insurance carriers provided that the new contract(s) provide equal or superior benefits to the faculty. If the University considers that a change of carrier is called for, it shall inform the AAUP prior to beginning any discussions with a new carrier. The Fringe Benefits Committee established below shall discuss provisions of the policy proposed by the new carrier. No new policy shall go into effect without the written concurrence of the AAUP.

I. Refund of Insurance Premiums:

Any refund of insurance premiums shall be distributed proportionately to the faculty member and the University in the same proportion as their contribution.

J. Credit Union

1. Full-time, Senior Adjunct, Regular Adjunct, and regular part-time faculty may participate in the Nassau Educators Federal Credit Union. Deductions can be made through payroll deductions for loans or savings accounts. A brochure describing this option is available in the Personnel Services Office.

2. The Administration and the AAUP shall use the Fringe Benefits Committee established below to explore the possibility of establishing an Adelphi Credit Union.

K. Tuition Remission:

1. Immediately following the date of appointment a full-time faculty member may take, free of charge, one graduate or undergraduate course per semester.

2. One year following the date of appointment of a full-time faculty member the dependent children of that faculty member are eligible for full free undergraduate tuition at Adelphi, Hofstra University, or C.W. Post College provided the children can meet the regular admission standards of the university selected.

3. The children of deceased, retired, or totally and permanently disabled faculty who are tenured or who have served five (5) years or more shall be entitled to all tuition remission benefits available to the children of active full-time faculty.

4. Spouses of full-time faculty members shall be entitled to tuition remission for two (2) undergraduate courses per semester or three (3) graduate courses per semester. In order to accommodate an individual's academic program, the foregoing tuition remission benefit shall be accelerated.

5. In any semester in which a regular part-time faculty member is employed at Adelphi, he/she shall be entitled to one (1) course at one-half (1/2) tuition remission and his/her spouse and/or dependent children shall be entitled to 1/2 tuition remission for each course taken to apply to a maximum of one course per semester of full tuition remission. In any semester in which a Senior Adjunct Faculty member is employed at Adelphi, he/she shall be entitled to one (1) course at full tuition remission. The tuition remission benefit for the spouse and/or dependent children of a Senior Adjunct Faculty member shall be the same as that for the spouse and/or dependent children of a regular part-time faculty member.

6. Dependent children who receive tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amounts received from those awards and/or scholarships inure to the benefit of the University. Applications will be available in the Office of Financial Aid.

7. The Administration and the AAUP shall continue attempts to develop an improved interscholastic tuition remission program and shall prepare a joint annual report on efforts in this area.

L. TIAA-CREF and/or Alternative Plans:

1. For the duration of this Agreement the ratio of contribution to TIAA-CREF and/or alternative plans as between the University and each full-time faculty member who participates shall be set forth below:

Years of Participation in TIAA-CREF and/or Alternative Plans	Contribution	
	Univ.	Faculty
1-2	7.5%	4.5%
3-6	8.5%	3.5%
7-20	9.5%	2.5%
21 or more	11.5%	3.5%

2. The phrase "years of participation in TIAA-CREF and/or alternative plans" as used herein, means total years of employer participation in the TIAA-CREF and/or alternative plans whether through employment at Adelphi or elsewhere.

3. It is understood that the above-stated ratios of contribution shall apply even if a faculty member chooses to contribute a lower percentage of his/her salary than set forth above, and that the University shall not be required to contribute more than the percentages set forth above even if a faculty member chooses to do so.

4. The existing waiting period for eligibility shall continue. This is to say that the University's matching contribution shall begin two years after the initial appointment unless the faculty member has served three years or more without TIAA-CREF and/or alternative plan participation at another accredited institution, in which case the contribution will start one year after the date of appointment. Faculty members who have participated in TIAA-CREF and/or alternative plans at another institution or who have previously participated in a State Retirement Plan may participate at Adelphi from the date of appointment unless there is a gap in employment of more than two years.

Upon receiving notice that they have been granted tenure of appointment faculty who do not hold a TIAA-CREF and/or an alternative plan annuity contract must initiate and maintain such a contract, or in a written communication to the President, release the University from any obligation for support after retirement.

5. Senior Adjunct, Regular Adjunct, and regular part-time faculty shall be entitled to make deposits, via payroll deduction or payroll reduction, into any of the investment vehicles available to full-time faculty.

6. The Administration shall promptly deposit contributions to the various plans available, but in no case later than ten (10) working days after the pay date. Exception to this deadline shall be made in the case of September and December when the deadline shall be the twelfth (12th) working day in October and January respectively. Additional exception to these deadlines shall be made in the case of faculty members who have changed their contributions during the previous thirty (30) days. For these individuals the deadline shall be extended to twenty (20) working days after the pay date.

7. Full-time, Senior Adjunct, Regular Adjunct, and regular part-time faculty shall be able to make payroll deduction contributions to an Individual Retirement Arrangement (IRA). Such contributions shall be at least \$50 per month.

M. Sabbatic and Honorary Leaves-of-Absence:

1. a. Proposals for sabbatic leaves-of-absence approved by the University Personnel Committee shall be filed in Swirbul Library within one week after approval. Reports of sabbatic leaves shall be filed in the Library at the expiration of the leave in accordance with the operating procedures of the University Personnel Committee.

The University Personnel Committee will be responsible for having the proposals and reports filed within these time limits and will notify the Administration when the documents have been filed. The documents will be available to all Library users.

b. For 1984-85, 1985-86, 1986-87, four percent (4.0%) of the full-time faculty, as of the beginning of the Fall semester of the academic year in which sabbatic leave decisions are made, shall be granted one-half (1/2) year sabbatics or honorary leaves, to be taken the following year, assuming approval of the individuals by the University Personnel Committee and satisfaction of the requirements of the Personnel Plan as to eligibility and time of application. Fractions shall be carried over (16.2 people result in 16 leaves with .2 carried over) until the fractions add up to one (1) leave which is granted in the year the whole number is reached. There shall be no limit on the number of full year, one-half (1/2) pay leaves granted, except as indicated in 2.

c. In addition to the leaves mentioned in 1.b. there shall be four (4) no-cost one-half (1/2) year at full pay sabbatics, it being understood that at the time of application the department chair or Provost shall certify it to be no cost to the University.

2. In the event that there are a number of year or half-year sabbatic leaves in the same department for the same period, if a full-time faculty member must be hired to replace those on sabbatic leave (this does not apply to those on leave without pay), one or more leaves in the department shall be deferred until the next year without affecting the number under 1.a. and 1.b. above (thus the number of leaves taken in one year may be reduced by one, even though that results in the number taken the following year being increased by one).

3. If fewer leaves than mentioned in 1.b. and 1.c. above are approved by the Personnel Committee, there shall be no carry over.

4. Retraining Leaves: Up to four (4) one-half (1/2) year retraining leaves may be granted for the purpose of retraining full-time faculty members to teach in a different discipline at Adelphi. No one will be required to take such a leave. Before such a leave is provided, there must be an opening and the prospective reassignment must be acceptable to the departmental personnel committee, the chair of the receiving department, and the Dean. A faculty member may attend courses at Adelphi or at some other institution at Adelphi's expense, if deemed necessary by the chair and Dean, with the goal of effecting the reassignment. The course work

will be agreed upon in advance by the chair and the Dean of the school/department in which the opening exists. As a proviso of being granted such a leave, the faculty member must agree to teach full-time in his/her new department for at least three years.

N. Leaves-of-Absence for Faculty with Reduced Load Status:

A faculty member who, at the time of applying for a sabbatic or honorary leave-of-absence, holds or previously held reduced load status shall be eligible for such a leave on the same basis as a full-time faculty member except that in calculating time of service the time spent with reduced load shall be counted on a pro-rated basis. Upon accepting a sabbatic or honorary leave-of-absence a faculty member terminates his/her reduced load status.

O. Child Care Leave:

Upon the request of a full-time, Senior Adjunct, Regular Adjunct, or regular part-time faculty member, a leave-of-absence without pay shall be granted for one year for the care of a newborn infant or adoption of a minor child. This leave shall not count toward tenure, nor shall these leaves be consecutive. The faculty member may continue his or her fringe benefits at no cost to the University. A Senior Adjunct, Regular Adjunct, or regular part-time faculty member shall retain his/her title during and subsequent to the leave.

P. Leaves-of-Absence for Regular Part-Time Faculty:

A regular part-time faculty member shall be entitled to an unpaid leave of up to one year without loss of title. Such leave must be approved by the appropriate chairperson and Dean.

Q. Early Retirement:

1. The repurchase of tenure is available to all faculty who can satisfy the following requirements:

- a. Shall be a tenured faculty member.
- b. Shall have completed at least ten years of full-time teaching at Adelphi University.
- c. The combination of age and years of full-time service shall add up to at least 65.

2. Qualified faculty may apply for repurchase of their tenure; however, the option to initiate this agreement rests solely with the faculty member. The University has the right to refuse any request; however, it shall not refuse any request without reasonable cause.

3. In return for the complete and irrevocable repurchase of a faculty member's tenure rights the University will agree to compensation to be paid in the following form:

- a. The faculty member shall be paid an amount per annum equal to one-third (1/3) of the faculty member's last base pay for a period as determined in paragraph 4. Base pay does not include overload, University paid TIAA-CREF and/or alternative plan contributions, value of prepaid insurance or extra assignment pay or cost of the employee benefits package.
- b. The per annum amount will be paid out in twelve (12) equal monthly payments. The University shall make no payroll deductions.
- c. The University shall provide Major Medical, Blue Cross/Blue Shield and life insurance benefits in the same manner and to the same extent they are provided to tenured faculty. These benefits shall be provided for a period equal to and concurrent with the payment period.
- d. Prior to retirement, the faculty member may avail him/herself of group life insurance currently in force, subject to all limits and conditions of that insurance.

4. The basic payment period shall be sixty (60) months starting the first month of the next regular Fall or Spring semester after the faculty member has terminated employment as a tenured faculty member. This payment period shall be limited, however by any of the following conditions:

- a. In the event the faculty member dies before the end of the payment period, payments will terminate at the last day of the month in which the faculty member dies.
- b. If the faculty member is older than sixty-five (65), as determined in paragraph 5, at the start of this agreement, the payment period will be reduced. For every year over sixty-five (65) that the faculty member is as of September 1, the payment period will be reduced by twelve (12) months.
- c. In addition, if the faculty member is over sixty-five (65), the percentage of base pay which is paid will be reduced by two (2) percent for every year over sixty-five (65).
- d. The payment period shall be reduced for those faculty members who currently may be required, by law, to retire earlier than age seventy (70). The payment period shall not be greater than the number of months between September 1 of the effective year of the agreement and September 1 of the year the faculty member should have to retire under current law.

5. For purposes of determining age, the existing University practice shall be continued.

6. Excess medical coverage will inure to the University. This is to say that if the faculty member obtains duplicate coverage elsewhere, by employment or otherwise, the coverage under University policies will be reduced to the extent of that coverage.

a. At age sixty-five (65) or the applicable age under current law, the faculty member must apply for Medicare and the medical coverage hereunder will be reduced by that amount.

b. Medical insurance for surviving family members will terminate on the last day of the month of the faculty member's death, except, that the surviving dependent, if previously covered, may elect to continue Major Medical benefits under this group coverage and to pay the University for any premiums.

7. Written notice of intention to enter into a repurchase of tenure agreement will be given to the University by the faculty member not less than ninety (90) days prior to the effective date. Specifically, notice will be sent concurrently to 1) the Provost, 2) the Dean of the faculty member's school, and 3) to the AAUP. The University will respond in writing to the faculty member not more than sixty (60) days after receipt of the request. These time limits may be relaxed upon the agreement of both parties. The AAUP will be notified of all approvals within thirty (30) days of receipt of the written notice.

8. The faculty member may seek other employment wherever he/she may find it. This employment may be at another educational institution, in industry, or elsewhere. The faculty member may be rehired in a part-time capacity at this University; however, this tenure repurchase is final.

9. If special arrangements, not contemplated in Article XIII, Q. appear to be needed, the University and the AAUP will agree upon those arrangements prior to their being incorporated in any agreement with an individual faculty member.

R. Fringe Benefits Committee:

The Administration and the AAUP agree that effective September 1, 1984 a joint Fringe Benefits Committee shall meet on a regular basis to discuss improvements in the benefits specified above or the introduction of new fringe benefits.

ARTICLE XIV
RELEASED TIME

A. University Personnel Committee:

1. The Secretary of the University Personnel Committee shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending on the individual's department, school, or the Library.

2. The Chair of the University Personnel Committee shall be entitled to two (2) three (3) credit-hour courses per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

3. The remaining members of the University Personnel Committee shall be entitled to share in a released time program consisting of courses totaling twenty-four (24) credit-hours per academic year, or its equivalent, depending on the individual's department, school, or the Library, with allocation and procedures to be determined by the University Personnel Committee.

4. The Administration shall encourage department heads to afford additional released time to the members of the University Personnel Committee, provided that this can be accomplished without any additional cost whatsoever to the University.

B. Chair of Faculty Senate:

The Chair of the Faculty Senate shall be entitled to released time consisting of two (2) three (3) credit-hour courses per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

C. President of the AAUP:

The President of the AAUP shall be entitled to released time consisting of two (2) three (3) credit-hour courses per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

D. Chair of the Faculty Grievance Committee:

The Chair of the Faculty Grievance Committee shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

E. Second Vice President for Grievance of the AAUP:

The Second Vice President for Grievance of the AAUP shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

ARTICLE XV
FACULTY INFORMATION,
FACILITIES, AND PRIVILEGES

A. Availability of Faculty Information:

1. The Administration annually shall provide each faculty member with detailed written descriptions of the faculty benefit programs and a clear explanation of the faculty member's options and rights thereunder.

2. The Administration annually, on an academic year basis, shall provide each faculty member with an itemized statement of all fringe benefit contributions made on his/her behalf during that academic year, including the faculty member's contributions, if any. Tuition remission data may be included at the discretion of the Administration.

3. In order to receive certain benefits, Blue Cross, Major Medical, Life Insurance, TIAA-CREF and/or alternative plans, a faculty member must sign up for the benefit.

The Administration, by certified mail-return receipt requested, shall notify the faculty members who are eligible for such benefits at the time of their initial appointment, at the time they become eligible to sign up, and at the time there is a change in the schedule of benefits. They shall also be notified in the same letters of their rights and responsibilities.

If a change in the schedule of benefits affects the entire faculty then the notification by certified mail may be replaced by notification to each faculty member by individual letters via campus mail.

The faculty member will have 10-30 days after receipt of the notification to sign up for the benefit through the Personnel Office or forego the benefit until the next eligibility period.

B. Faculty Office and Secretarial Services:

The Administration will provide each full-time faculty member with a suitably equipped office and access to adequate departmental or school secretarial services.

The Administration will attempt to provide part-time faculty members with adequate desk space, mailbox, and secretarial services.

C. Physical Environment:

The Administration, acting within its discretion, shall use its best efforts to provide faculty members with an appropriate environment for carrying out their duties as teachers and scholars within the resources of the University. This environment normally includes, among other things, clean classrooms, parking at existing fields, adequate lighting, and suitably equipped off-campus classrooms for off-campus programs.

ARTICLE XVI
WORKLOAD

I. STANDARD PRACTICES

A. General University Practice

The workload shall be four (4) courses or twelve (12) hours per semester or eight (8) courses or twenty-four (24) hours per academic year (credit or contact hours whichever is existing practice, except as modified herein), except as listed below.

1. The approval of the appropriate Dean and the Provost will be required for the granting of additional teaching credits per course beyond the stated amount of teaching credit. This shall not apply to laboratories.
2. At the request of a faculty member one course of overload in a semester can be used to have a lesser workload in the following semester without loss of pay. This shall not interfere with the normal academic offerings, and shall have prior approval of the chair, the Dean of the school or college, and the Provost. It is understood that such practice will not result in the need to increase overload and/or part-time costs in the department and/or school.
3. Underload in the Fall semester shall be made up by overload in the Spring. If underload is more than made up by overload the next semester, then there will be cash payment for such additional overload. If overload or Independent Study or its equivalent payments are made for the Fall, there should be deduction from salary in the Spring if the faculty member has an underload in the Spring. Such deductions shall be made from salary checks in equal amounts during April, May, June, July, and August. The amount of deduction shall not exceed the amount of overload payments in the Fall. Except at the discretion of the Administration, no faculty member who has been granted released time, shall simultaneously carry an overload.
4. Assigned time is the equivalent number of credit hours assigned by the Administration to duties other than actual student contact time. At the discretion of the Administration and the agreement of the particular faculty member involved, cash payments may be substituted for the assigned time listed below.
5. Individuals who have retired from Adelphi University or individuals who are past the University retirement age for full-time faculty shall not be employed for part-time teaching or administrative duties without the prior written approval of the Provost.

B. College of Arts and Sciences (Assignment on Semester Basis)

1. Premedical and Prelaw Councils

Three hours of assigned time for the Chair of the Premedical and Prelaw Councils.

2. Communications

- a. For Director, Instructional Media three hours of assigned time.
- b. For University Instruction in Media three hours of assigned time.

3. Education

- a. For Coordinator of Special Education three hours of assigned time.
- b. For Director of Reading and Study Center three hours of assigned time.
- c. For Coordinator of Elementary Education three hours of assigned time.
- d. For Coordinator of Secondary Education three hours of assigned time.
- e. Supervision of student teachers shall be equated on the basis of five students equals three credits unless the faculty member concerned agrees to six students equals three credits.
- f. For each of two coordinators of student teachers six hours of assigned time.

4. English

- a. The workload in the Department of English shall be twelve (12) teaching hours except for those faculty whose workload includes at least one writing course who shall carry ten (10) teaching hours.
- b. Writing courses are to carry four (4) teaching credits.
- c. Faculty whose workload exceeds ten (10) hours for those teaching a writing course or twelve (12) hours for those not teaching a writing course as specified in a. above shall be compensated at overload rates.

5. Marine Science

Three hours of released time for the Director of the Institute.

6. Performing Arts

Three hours of released time for the Technical Director.

7. Psychology

Three hours of released time for the Director of Laboratories.

ARTICLE XVI
WORKLOAD

I. STANDARD PRACTICES

A. General University Practice

The workload shall be four (4) courses or twelve (12) hours per semester or eight (8) courses or twenty-four (24) hours per academic year (credit or contact hours whichever is existing practice, except as modified herein), except as listed below.

1. The approval of the appropriate Dean and the Provost will be required for the granting of additional teaching credits per course beyond the stated amount of teaching credit. This shall not apply to laboratories.
2. At the request of a faculty member one course of overload in a semester can be used to have a lesser workload in the following semester without loss of pay. This shall not interfere with the normal academic offerings, and shall have prior approval of the chair, the Dean of the school or college, and the Provost. It is understood that such practice will not result in the need to increase overload and/or part-time costs in the department and/or school.
3. Underload in the Fall semester shall be made up by overload in the Spring. If underload is more than made up by overload the next semester, then there will be cash payment for such additional overload. If overload or Independent Study or its equivalent payments are made for the Fall, there should be deduction from salary in the Spring if the faculty member has an underload in the Spring. Such deductions shall be made from salary checks in equal amounts during April, May, June, July, and August. The amount of deduction shall not exceed the amount of overload payments in the Fall. Except at the discretion of the Administration, no faculty member who has been granted released time, shall simultaneously carry an overload.
4. Assigned time is the equivalent number of credit hours assigned by the Administration to duties other than actual student contact time. At the discretion of the Administration and the agreement of the particular faculty member involved, cash payments may be substituted for the assigned time listed below.
5. Individuals who have retired from Adelphi University or individuals who are past the University retirement age for full-time faculty shall not be employed for part-time teaching or administrative duties without the prior written approval of the Provost.

B. College of Arts and Sciences (Assignment on Semester Basis)

1. Premedical and Prelaw Councils

Three hours of assigned time for the Chair of the Premedical and Prelaw Councils.

2. Communications

- a. For Director, Instructional Media three hours of assigned time.
- b. For University Instruction in Media three hours of assigned time.

3. Education

- a. For Coordinator of Special Education three hours of assigned time.
- b. For Director of Reading and Study Center three hours of assigned time.
- c. For Coordinator of Elementary Education three hours of assigned time.
- d. For Coordinator of Secondary Education three hours of assigned time.
- e. Supervision of student teachers shall be equated on the basis of five students equals three credits unless the faculty member concerned agrees to six students equals three credits.
- f. For each of two coordinators of student teachers six hours of assigned time.

4. English

- a. The workload in the Department of English shall be twelve (12) teaching hours except for those faculty whose workload includes at least one writing course who shall carry ten (10) teaching hours.
- b. Writing courses are to carry four (4) teaching credits.
- c. Faculty whose workload exceeds ten (10) hours for those teaching a writing course or twelve (12) hours for those not teaching a writing course as specified in a. above shall be compensated at overload rates.

5. Marine Science

Three hours of released time for the Director of the Institute.

6. Performing Arts

Three hours of released time for the Technical Director.

7. Psychology

Three hours of released time for the Director of Laboratories.

8. Speech Arts and Speech Pathology-Audiology

Three hours of released time for the Director of the Speech and Hearing Center.

9. Ph.D. Programs

For those departments which offer the Ph.D., the practices in effect in 1971-72 shall obtain.

C. Graduate School of Arts and Sciences

See above.

D. School of Business Administration

Present practices to be maintained.

E. School of Nursing

Present practices to be maintained.

F. School of Social Work

The base load in the School of Social Work shall be as follows:
5 units per semester/10 units per year

1. Teaching (maximum of 6 units per year), consisting of:
Classroom teaching: 3 credit course = 1 unit;
Orientation seminar for new field instructors (= 0.5 unit)
2. Committees (if in existence)
(2 units per year)

Chair:

Curriculum Committee	= 1.00
Personnel Committee	= 1.00
Committee on Students	= 1.00
Accreditation Task Force	= 1.00
Undergrad. Accreditation	= 1.00
Library Committee	= .75
Scholarship Committee	= .75
Teaching Effectiveness	= .75

Membership:

Sequence Committees	= .25
All other committees	= .50

(All committees that equal .5 are expected to meet 4 times per month. All .25 committees are expected to meet twice per month.)

3. Field Duties, consisting of:

a. Field Instruction

3 Students in field instruction (includes faculty supervision of field internship) = 1.0 unit

b. Faculty Supervision of Field Internship

10 students = 1 unit

Faculty supervision of field internship includes:

1 meeting per month with coordinator; a minimum of 2 meetings per semester with field instructors as a group; a minimum of 2 agency visits per semester re: individual students; 1 meeting per semester with agency executive in non-teaching center agency; individual and group meetings with advisees.

c. Coordination of Teaching Center

1 course to be included in basic load = 1.0

15 students = 1.00 (0.066 for each student)

Coordination includes:

Planning and distributing student assignments to agencies within field instruction center;
1 meeting per month with the Director of Field Work;
1 group meeting per month with faculty advisors;
1 meeting per month with agency executives or advisory committee;
Membership on Field Work Committee

G. Institute of Advanced Psychological Studies

Present practices to be maintained.

H. Library

The standard work year for the library shall be ten months.

II. SPECIAL ASSIGNMENTS

- A. No faculty member shall be compensated or given credit for student advisement. Except in those cases where advisement is an integral part of the student's program (i.e. Social Work), advisement should be part of faculty responsibility in addition to regular teaching assignments.
- B. No faculty member shall be compensated for more than five students in Independent Study per semester.
- C. Faculty members with underloads in a given semester shall undertake Independent Study.
 1. Before it is assigned to a faculty member carrying a full load provided it is within the areas of the faculty member's expertise, and the student is willing
 2. Without additional compensation.
 3. Six students taking 3 credits each of Independent Study shall equal one course (this waives the limit of Independent Study students per semester).

8. Speech Arts and Speech Pathology-Audiology

Three hours of released time for the Director of the Speech and Hearing Center.

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- C. Faculty members with underloads in a given semester shall undertake Independent Study.
 - 1. Before it is assigned to a faculty member carrying a full load provided it is within the areas of the faculty member's expertise, and the student is willing
 - 2. Without additional compensation.
 - 3. Six students taking 3 credits each of Independent Study shall equal one course (this waives the limit of 5 Independent Study students per semester).

- D. Certain special assignments may, at the discretion of the Administration, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.
- E. Faculty compensation for Independent Study, or its equivalent, shall be as follows:
- | | |
|--|-------------------|
| 11 or more semesters teaching experience: | \$150 per student |
| 6 - 10 semesters teaching experience: | \$128 per student |
| Less than 6 semesters teaching experience: | \$113 per student |
- F. Faculty who supervise master's or doctoral research shall be compensated at the same rate as in paragraph E. provided that the student has officially registered for such research. Compensation for a given student in a given course shall be limited to two semesters for a Master's and six for a doctoral (one or more of these semesters may be a summer session).
- G. Faculty members shall not be compensated for Independent Study or master's or doctoral research unless they have a full teaching load. If a faculty member does not have enough teaching to bring him/her up to the base load then independent study or its equivalent may be added to his/her load at the rate of six students = one course.
- H. If any teaching or other services are to be required by the Administration in the January intersession, they shall be paid for at rates to be mutually agreed upon by the AAUP and the Administration.

III. GENERAL FACULTY OBLIGATIONS

- A. 1. Each full-time faculty member shall hold at least four (4) office hours per week during the academic year when classes are in session. The faculty member shall distribute office hours over at least two days as best to serve the interests of his or her students. Faculty teaching during evening hours should schedule some of their office hours at these times. Regular part-time faculty shall schedule one (1) office hour per course taught. Office hours shall be posted and on file with the department chair.
2. At times of advisement and pre-registration, as established in the academic calendar, faculty members assigned to these duties by the Dean or chair shall make additional office hours available, by appointment. In addition, faculty members upon adequate notice shall perform programming duties during general registration as assigned by the chair. If the chair is unable to make the assignments, then the chair's designee shall do so.
3. Each full-time faculty member shall maintain a significant presence on the campus for teaching, office hours, sponsored research and training, committee work, planning activities, meetings, research, advisement, etc. Common University practice is four (4) working days or

the equivalent when classes are in session. Such time shall include time spent in off-campus locations as part of one's base load and shall also include normal off-campus academic activities. During the academic year when classes are not in session faculty members shall be available as required by their chair or Dean for meetings, committee work, advising, etc., upon adequate notice.

4. Faculty members should refrain from shortening, lengthening, canceling, adding, or rescheduling of classes. If, however, such changes are necessary or in the interest of academic enrichment, the faculty member shall make every effort to seek agreement in advance from the affected students. If the necessary change will affect more than one class meeting, the faculty member is expected to gain approval of the appropriate chair and Dean, and adhere to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms. (One class meeting means that no change will take place at any one time that will affect several class meetings.) In the event of illness or unavoidable absence every attempt should be made to notify appropriate personnel in sufficient time.
5. Each faculty member is expected to meet administrative requirements as to record keeping, sending requested information promptly to the Registrar, Bursar, Deans, Chairs and other administrative and academic offices and officials.
6. A faculty member should establish and announce early in each term policy on attendance, course requirements, and criteria for grading, and should keep students abreast of any changes which may be desirable as the course develops. During the term, the faculty member should present to students, within a reasonable time, information on any evaluation made of their academic performance and progress. At the end of the term, a faculty member is expected to submit final grades to the Registrar in accordance with the University academic calendar, and to counsel academically delinquent students.
7. Each faculty member shall make every effort to attend commencements and faculty meetings.
8. Except in rare circumstances and with the Dean's approval, faculty members shall not provide private counseling, tutoring, lessons, or consultations for members of the student body for a fee; all reasonable assistance by faculty members to the student is to be encouraged as part of the total educational process.
9. Each faculty member shall make every effort to attend convocations.

10. Faculty members should make every effort to provide full and accurate advisement and academic counseling to students. The Administration shall make every effort to provide to faculty advisors necessary information and materials.
 11. Faculty members shall abide by the general regulations applicable to the Adelphi community.
 12. A faculty member, in any opinion or certificate which he/she may give as to the merits or claims of any business undertaking or of any scientific or practical invention, shall not use the name of the University other than for purposes of affiliation.
- B. The procedures below are established by the Administration and the AAUP to encourage faculty compliance with contract obligations.
1. With reference to contract items 8, 10, 11 and 12, it shall be the responsibility of the Dean of the college or school, or the Provost, as appropriate, to insure compliance. With reference to contract items 7 and 9, the Dean of the college or school shall encourage faculty participation and adequate representation at convocations and commencements.
 2. With reference to contract item 2, the department chair, program director, division or sequence chair shall be responsible for coordinating the scheduling of student advisement and programming, with due account to faculty preference and adequate notice.
 3. With reference to contract items 1, 2, 3, 4, 5 and 6, the initial responsibility for encouraging compliance shall reside with the designated chair or program director. If prior attempts by any concerned party (administrator, faculty, student) at informal resolution of a problem concerning these items have not succeeded, a complaint of alleged violation shall be made as set forth below.
 - a. An alleged violation shall be reported by any concerned party to the department chair, program director, division or sequence chair, who shall have an informal discussion with the faculty member involved, in an attempt to effect a mutual resolution of the issue.
 - b. The unit personnel committee or the department may be consulted by any concerned party in the following instances:
 - 1) No prompt resolution has been achieved under step a. above.
 - 2) It is alleged that there are repeated violations of the same obligation.

- c. If there is no prompt resolution in step a. or step b. above, the department chair, the chair of the personnel committee of the department or school or any concerned party shall refer the matter to the appropriate Dean of the college or school, who shall consult with the faculty member.
- d. If there is no prompt resolution in step c. above, the Dean of the college or school or any concerned party shall refer the matter to the Contract Obligations Committee, which shall consist of two representatives appointed by the Administration, and two faculty members appointed by the Steering Committee of the AAUP. Two students shall be permitted to observe the presentation of facts in the case. The Committee shall meet on a confidential basis with those parties it deems appropriate to a full and complete review, to effect an informal settlement. Due process shall be observed by the Committee. If no satisfactory resolution is effected, the statement of the majority opinion of the Contract Obligations Committee, if any, together with the minority opinion, if any, shall be shared with the principals to the action. These statements shall, along with any statement of rebuttal from the faculty member, be placed in the faculty member's personnel file maintained by the Office of the Provost. If the Committee is divided evenly in its opinions, the statements of opinion shall be shared with the principals to the action, for information only, and not placed in the personnel file. All such statements above shall be transmitted by the Committee to the President of the University and to the President of the AAUP, who shall jointly be responsible for the release of any information to parties other than members of the Administration or the AAUP.

ARTICLE XVII MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Administration will not employ a member on terms less favorable to him/her than those stated herein.

ARTICLE XVIII
INTEREST SUCCESSION

A. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

B. In the event of a consolidation of Adelphi University with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity, to the extent allowed by law.

ARTICLE XIX
SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of the Agreement shall continue to be binding upon the parties hereto. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, their dispute will be arbitrated pursuant to the Arbitration provisions of this contract. This provision shall not be construed by the arbitrator to allow violation of any provision of a federal wage and price law. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or pension contributions shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the University shall be entitled to a credit against such retroactive payment for the value of any additional benefits provided under the substitute provision(s).

ARTICLE XX
RATIFICATION

Executed subject to ratification by the membership of the AAUP and by the Board of Trustees of the University this 31st day of August 1984. If notice of nonratification is not received by the AAUP or the University on or before September 12, this agreement shall be deemed ratified.

ARTICLE XXI
EFFECTIVE DATE
AND DURATION

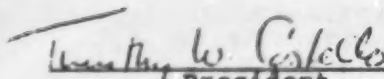
A. This Agreement shall be effective as of the 1st day of September, 1984 and shall expire on the 31st day of August 1987.

B. The parties shall commence negotiations toward a new collective bargaining agreement during the Spring Semester in 1987.

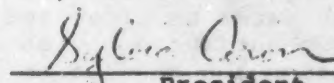
IN WITNESS WHEREOF, the parties hereto have, subject to ratification, executed this Agreement on the 31st day of August, 1984.

ADMINISTRATION OF
ADELPHI UNIVERSITY

ADELPHI UNIVERSITY CHAPTER,
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS



President



President



Vice President
and Chief Negotiator



Vice President
and Chief Negotiator

University Negotiating Committee

AAUP Negotiating Committee

Gustave J. Bernhardt
Diane Boone
Robert E. Mason
Carol Sabino

Raysa E. Amador
Lester Baltimore
Emil L. Dillard
Rakesh C. Gupta
Catherine Ireland

APPENDIX A

FORM NLRB-4279
(3-72)

RC-AM-RD

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD

ADELPHI UNIVERSITY Employer and ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS Petitioner	TYPE OF ELECTION (Check one) ☐ Consent Agreement ☐ Stipulation ☐ Board Direction ☐ RD Direction (Also check box below where appropriate) ☐ S(h)(7) Case No. 29-RC-1640
---	--

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

and that, pursuant to Section 9(a) of the National Labor Relations Act, as amended, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: SEE ATTACHED

Signed at BROOKLYN, NEW YORK
On the 22nd day of May 1972



On behalf of
NATIONAL LABOR RELATIONS BOARD
Samuel A. Reynolds
Regional Director, Region
National Labor Relations Board

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GPO 930 145

INCLUDED:

All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED:

All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, the director and associate director of the computing center, the registrar, the research administrator, the director of admissions, the director of intercollegiate athletics, the director and assistant director of libraries, directors of the school of nursing, the director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of the instructional media center, guards, and supervisors within the meaning of the Act.

BEST COPY AVAILABLE

CONSTITUTION
of the
FACULTY OF ADELPHI UNIVERSITY

Adopted by the Faculty
with the Approval of
the Board of Trustees
June 6, 1968

(amended May 20, 1969; May 25, 1970;
June 5, 1970; August 16, 1972)

ARTICLE I. THE FACULTY

- A. Membership: The Faculty shall consist of all full-time professors, associate professors, assistant professors, and instructors; full-time professional librarians, and the following administrative officers, ex-officio: the President, the Chief Academic Officer, the Deans of the College of Arts and Sciences, of the Division of Continuing Education, of the Graduate School of Arts and Sciences, of the School of Business Administration, of the School of Nursing, and of the School of Social Work, and other schools or colleges as they may be established, the Director of Libraries, and the Dean of Student Affairs.* Teachers and professional librarians who serve part time as well as all persons holding research appointments shall be considered members of the Faculty without voting privileges.

*Members of the Administration holding faculty status
at the time of this Constitution's adoption shall
continue to enjoy this privilege.

- B. Authority: Subject to the ultimate authority of the Board of Trustees, including the authority delegated to the President by the Board of Trustees, the Faculty shall be self-governing. The Faculty as a whole shall recommend qualified candidates for degrees and certificates. Through its designated bodies it shall determine entrance requirements and the curriculum for each degree offered; pass upon the qualifications of its members in matters of appointment, tenure, and promotion; participate in the selection of administrative officers; and undertake any other actions necessary to carry out its professional responsibilities.

C. Meetings:

1. The Faculty will meet at least once each semester, normally at the beginning and ending of the academic year. Special meetings may be called by the President, by the Senate or by petition to the Senate of at least thirty full-time members of the Faculty. The President of the University or a deputy appointed by him shall preside. The agenda shall be prepared by the Executive Committee of the Senate, and Robert's Rules of Order Revised shall be the parliamentary authority for the meetings. A quorum shall consist of 25 per cent of the Faculty entitled to vote.

2. Secretary. The Secretary shall be elected by the Faculty at the first Faculty meeting of the academic year, and shall serve for the duration of that year.
3. Parliamentarian. The Parliamentarian shall be selected by the Chairman of the Faculty Senate.

ARTICLE II. THE SENATE

- A. The Senate shall be the representative governing body of the Faculty. It shall have the right to initiate policy and to make policy decisions on the following matters:
 1. Standards of admission and retention of students;
 2. Requirements for granting degrees offered by the University;
 3. Curricula of the University;
 4. Instructional and research standards and policies throughout the University consistent with the 1940 AAUP Statement on Academic Freedom and Tenure;
 5. Selection of appropriate faculty for participation in the selection of administrative officers;
 6. Standards for those aspects of student life which relate to the educational process;
 7. Policies of any department, division, college, or individual professional personnel which conflict with this Constitution;
 8. Such other matters as may be delegated to the Senate by the Faculty or by the University Council.
- B. The Senate shall advise on:
 1. Major issues affecting current or projected budget allocations;
 2. Standards for public information releases and for all programs dealing with educational matters;
 3. The creation or abolition of academic administrative offices.
- C. In instances of unresolved disagreement between the University Council and the Senate the Senate may, at its discretion and after conferring with the President, submit its views to the Board of Trustees.

ARTICLE III. MEMBERSHIP OF THE SENATE

A. Faculty Representation:

Faculty representatives shall be elected on the following basis: one member for every ten full-time faculty or fraction thereof in each Department, School or the Library to be elected by the full-time members of the respective units. In addition, ten members shall be elected by and from the full-time faculty at large.

B. Ex-officio Members: All Faculty Members of the University Council shall be ex-officio non-voting members of the Senate.

C. Terms of Office:

1. Representatives of Departments, Schools, and the Library shall serve for one year and may be reelected.
2. Senators-at-large shall be elected for two-year terms, except that at the first election, five shall be elected for a one-year term. Senators-at-large may also be reelected.

D. Elections:

1. Representatives of Departments, Schools and the Library shall be elected by their respective units under the supervision of the Credentials and Elections Committee of the Senate.
2. Elections for Senators-at-large shall be conducted and supervised by the Credentials and Elections Committee of the Senate.
3. Regular elections shall be held in the Spring Semester each year following the elections of University Council faculty members. Members-elect shall be seated at the last regular meeting of the academic year.
4. Special elections shall be held as necessary.

ARTICLE IV. OFFICERS OF THE SENATE

- A. The Senate shall elect the following officers: a Chairman, a Vice Chairman, and a Secretary, whose terms of office shall be one year and who shall be eligible for reelection. Other offices may be established. The officers shall be assisted by a Parliamentarian, who shall be appointed by the Chairman for a period of one year and may be reappointed. He shall be selected on the basis of his knowledge of parliamentary procedure and need not be a member of the Senate.
- B. All members of the Senate shall be eligible to vote for Senate officers. Nomination and election of officers shall take place at the organizational meeting of the Senate at the close of each academic year.

- C. To be elected to office a candidate must receive a majority of votes cast for his office. Should this not be possible after three successive ballots, a run-off election shall be held between the two top candidates.

ARTICLE V. SENATE COMMITTEES

The Senate shall establish such committees as are needed to carry out the function and operation of the Senate. All actions of such committees are subject to review by the Senate. Standing committees shall be:

A. Executive Committee

This committee shall consist of the officers of the Senate plus four members elected by the Senate. The committee shall call Senate meetings, plan the agenda for such meetings, and discharge such other duties as may be delegated to it by the Senate.

B. Credentials and Elections Committee

1. This committee shall:

- a. Conduct and supervise all elections involving the Senate including Senate officers, Executive Committee, and the succeeding Credentials and Election Committee;
- b. Conduct and supervise all elections requiring the participation of the total eligible voting faculty;
- c. Examine the credentials, rule on the eligibility and recommend the seating of all Senators; and
- d. Discharge other duties delegated to it by the Senate.

- C. According to the procedure set forth in the University Faculty Personnel Plan, the University Personnel Committee shall be elected independently of the University Senate, the members of which may not serve in the Senate. The Credentials and Elections Committee of the Senate shall, however, conduct the election of members to the University Personnel Committee.

- D. Also according to the procedure set forth in the Personnel Plan, a University Grievance Committee of three members, none of whom shall be a department chairman and none of whom shall simultaneously serve on the University Personnel Committee, shall be elected independently of the Senate. The Credentials and Elections Committee of the Senate shall, however, conduct the election of members to the University Grievance Committee.

- E. All recommendations of University Faculty Committees that establish or alter educational policy as specified in Article II shall first be referred to the Senate for review and action prior to submission to the University Council. The Senate may review and make recommendations to the Personnel and Grievance Committees concerning only their procedures and policies.

ARTICLE VI. OPERATION OF THE SENATE

- A. The Executive Committee shall, insofar as possible, prepare and distribute the minutes of the previous meeting and the agenda for the next meeting of the Senate to each member of the Faculty, and of the Senate, including ex-officio members, at least four days prior to the date of the next meeting. All of its meetings shall be open to the Faculty. Any member of the University community may request of the Executive Committee reasonably in advance of a Senate meeting that he be heard at that meeting on a subject of concern to him. Furthermore, the Senate or its Executive Committee may invite any person to participate without vote in its deliberations.
- B. All Senate Committees will submit their minutes and policy recommendations to the Executive Committee.
- C. The Senate may, by majority vote of those present and voting under the quorum rule, bring up a matter for consideration on the floor of the Senate without previous recommendation of the committee studying the matter, or of the Executive Committee.
- D. Policy recommendations shall require a majority vote of those present and voting under the quorum rule, and then shall be transmitted to the appropriate officers and bodies of the University through the office of the Chief Academic Officer.
- E. Regular meetings shall be held at least once each month during the academic year. The calendar shall be established by the Executive Committee.
- F. A Quorum shall consist of fifty per cent of the membership eligible to vote.
- G. Robert's Rules of Order Revised shall govern the conduct of all procedures of the Senate not covered by its by-laws.

ARTICLE VII. BY-LAWS

The Senate shall write such by-laws as it may consider necessary to its operation. Each constituent unit of the Faculty of the University shall also establish its own by-laws, which shall be in accord with this Constitution. A copy of each set of by-laws shall be filed with the Secretary of the Senate.

ARTICLE VIII. AMENDMENTS

Amendments to this Constitution may be proposed by the Senate or by petition signed by ten per cent of the full-time Faculty of the University. Amendments may be ratified only by a three-fifths vote of the University Faculty present and voting under the quorum rule, such vote to be taken at a meeting held after due notice of at least two weeks, such notice to include the exact contents of the proposed amendment. A copy of such amendments shall be submitted to the Board of Trustees for its approval or rejection.

**PERSONNEL PLAN
of
ADELPHI UNIVERSITY**

Adopted March 19, 1968

(amended June 5, 1969; May 25, 1970;
March 15, 1972; May 23, 1972; July 11, 1973;
May 8, 1974; September 10, 1974)

**ARTICLE I
PURPOSES**

The purposes of this Personnel Plan, adopted by the Board of Trustees of Adelphi University on the recommendation of the Faculty are:

- A. To provide a stable environment for effective teaching, creative scholarship and the advancement of learning.
- B. To assure that, in accordance with the provisions of this Plan, the faculty shall have primary responsibility for all personnel decisions concerning its members.
- C. To establish equitable criteria and procedures for maintaining high academic standards; to encourage professional growth, effective teaching, productive scholarship and research, and just academic administration.
- D. To protect academic freedom in research and teaching. The University subscribes to the Statement on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors and adopted January 10, 1941 (see Appendix A).

**ARTICLE II
PERSONNEL COVERED BY THIS PLAN**

- A. Full-time members of the faculty whose primary function is teaching, and all full-time professional librarians, shall be fully covered by this Plan.
- B. Members of the Administration with faculty rank, and all full-time research associates, shall be covered only as specifically indicated. With regard to their teaching position they shall, however, enjoy the same guarantee of academic freedom as the full-time teaching and professional library faculty.
- C. Teachers, professional librarians, and research associates who serve the University part-time shall also enjoy the aforesaid guarantee of academic freedom, but shall otherwise be covered only as specified in this Plan. They shall be appointed by the President or a representative designated by him, on recommendation of the chairman of the department or the administrative officer directly concerned.

ARTICLE III PERSONNEL COMMITTEES

The University Personnel Committee shall consist of at least thirteen elected, tenured members of the faculty who are not at the time of their election being considered for promotion in rank or leave-of-absence, and shall be composed of at least eight members elected by and from the combined faculties of the College of Arts and Sciences and the Graduate School of Arts and Sciences, no two of whom shall be members of the same department, together with one elected representative of each of the following: the School of Business Administration, the School of Nursing, the School of Social Work, the Institute of Advanced Psychological Studies, and the Library. The term of office shall be three years, excepting that a member who at any time before the expiration of this term finds himself under consideration for promotion in rank shall immediately resign from the Committee and his place be filled for the duration of the unexpired term by another tenured member of the faculty. Whenever possible the new member should be elected from the same division of the University as the member who resigned. A faculty member who has served for at least eighteen consecutive calendar months shall not be eligible for election to any term beginning less than five years from the date of the expiration of his service on the Committee. No member of the Committee may serve concurrently on any other University Committee or Council. The Committee shall elect its own chairman and secretary. It may invite any person, including the Chief Academic Officer and/or the appropriate Administrative Officer, whom it considers helpful to its deliberations to meet with it at any time. The minutes, proceedings, files and documents of the Committee are confidential and available for inspection only to members of the Committee engaged in Committee business, except as the Committee may decide from time to time and then solely to defend the Committee's recommendations.

The University Personnel Committee shall consider all proposals for appointment and promotion to the ranks of Associate Professor and Professor. It shall also consider proposals for the granting of tenure, sabbatical or honorary leaves-of-absence, and suspension or termination of contract during the period of the contract of full-time members of the faculty regardless of rank. Summary reports of the Committee's evaluations, including the vote of the Committee in making its recommendations, shall be made available to the Chief Academic Officer and the appropriate Dean(s) or the Director of Libraries. The Committee shall present its recommendations and summary reports of evaluations to the President or his designated representative, who shall forward such recommendations together with his own recommendation to the Board of Trustees. The Committee shall establish procedures and criteria for the evaluation of full-time faculty members as necessary. It shall formulate its own by-laws, including procedures and criteria, in harmony with this Personnel Plan and with the Constitution of the Faculty and shall file copies with the Faculty Senate, University Council, with the President, and with the Board of Trustees. After approval by the Board of Trustees, copies of the by-laws shall be distributed to the faculty.

Each of the professional Schools of the University and the University Library shall elect its own personnel committee; individual departments may elect their own personnel committees if it seems desirable and expeditious to them. Such personnel committees must be

elected from among those full-time members of the school or department who have been at Adelphi University for at least two years. They shall consist of at least three members. Members of such personnel committees shall be elected for three-year terms in elections so scheduled that terms shall be staggered. Each committee shall elect its own chairman and secretary. Each committee may invite any person, including its Dean or appropriate Administrative Officer, whom it considers helpful to its deliberations to meet with it at any time. In a department that does not establish a personnel committee, the Chairman shall consult his faculty in making recommendations.

It is to be understood that any personnel committee established by a school, department or the Library shall file copies of its procedures and recommendations with the University Personnel Committee, the Chief Academic Officer and the appropriate Dean(s) or the Director of Libraries. Departments with no personnel committees shall also file copies of their procedures and recommendations with the University Personnel Committee, the Chief Academic Officer, and the appropriate Dean(s). Procedures of these personnel committees and of departments without personnel committees shall be in harmony with the by-laws and procedures of the University Personnel Committee and must be approved by the latter.

Only full-time faculty who are teachers or professional librarians (other than the Director of Libraries) shall have the right to participate in the election of, or serve on, the personnel committees described in this article.

ARTICLE IV TEACHING AND PROFESSIONAL LIBRARY FACULTY

A. GENERAL PROVISIONS

1 (a). All initial appointments at the rank of Associate Professor or Professor, all promotions from Assistant Professor to Associate Professor or Associate Professor to Professor, all appointments involving the granting of tenure, and all grants of sabbatical and honorary leaves shall be considered by the University Personnel Committee.

1 (b). In the cases of initial appointments of Instructor and Assistant Professor or promotions from Instructor to Assistant Professor, renewals of annual contracts, and the granting of term contracts, the personnel committee of a department, professional school or the Library, or the members of the department, if the department has no personnel committee, shall make recommendations to the chairman, who shall forward the recommendation with his endorsement or disapproval, to the appropriate dean or deans or the Director of Libraries who shall forward them to the Chief Academic Officer with his endorsement or disapproval.

1 (c). It shall be the duty of the Chief Academic Officer, in any case in which the various recommendations do not agree, to notify those making the recommendations of this disagreement and attempt a reconciliation. If reconciliation cannot be achieved, all disputes except those involving initial appointments shall be submitted to the University Personnel Committee for its recommendation, which shall then be forwarded to the President through the Chief Academic Officer.

2. Pursuant to the recommendations of the appropriate committees and officers, mentioned above, forwarded to him through the Chief Academic Officer, the President shall recommend to the Board of Trustees all appointments, reappointments, promotions, grants of tenure, leaves-of-absence, retirements, and non-renewals of contract. In the event that the President does not concur in a recommendation of the University Personnel Committee, he shall notify the Committee of that fact in sufficient time to permit the Committee to submit a written statement supporting the recommendation to the Board of Trustees in advance of the meeting at which their decision is to be made. On questions of faculty status, the Board of Trustees is expected to concur with the faculty judgment except for compelling reasons which should be stated in detail. At the request of the Board of Trustees, or of the University Personnel Committee, the Committee representatives may defend its recommendation in person before the Board of Trustees in advance of Board decision in the case.

3. Termination or suspension of a tenured faculty member's services, or of the services of a faculty member on annual or term contract during the period of the contract, shall be made only (a) in accordance with the Procedures for Faculty Dismissal Proceedings outlined in Appendix B of this Plan, or (b) upon demonstrable proof of financial exigency. The faculty shall be consulted in determining whether a financial exigency exists. Within any department, professional school, program or the Library, reduction of faculty because of demonstrated financial exigency shall occur first among the non-tenured members. In the event that an academic department, professional school, or program is discontinued, every effort shall be made to absorb affected tenured members of the faculty into other academic components of the University. A minimum of one year's notice shall be given any tenured faculty member displaced because of discontinuance of any department, professional school or program. If such a tenured member has served at Adelphi University up to eight years after his receipt of tenure, he shall receive an additional one-half year's base salary at the time of the termination of his service. If he has served more than eight years at Adelphi University after his receipt of tenure, he shall receive an additional one year's base salary at the time of the termination of service. If a tenure appointment is terminated because of a financial exigency, the released faculty member's place shall not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and declined.

4. Notification of appointment, reappointment, promotion, tenure, leave-of-absence, retirement, non-renewal, termination, or suspension of contract shall be made in writing by the President or a representative designated by him.

5. The University shall place no restriction on initial appointment, promotion, retention, or holding of tenure by persons belonging to the same family in any relationship, provided that the individuals are qualified to fill the positions in question. However, to avoid possible conflict of interest which could result from peer judgment, supervision or administrative review procedure, persons so related must not participate in decisions to hire, promote, or retain, or to determine salary of one another, must not be assigned immediate responsibility for the work of one another or have access to confidential material relating to one another.

6. Contracts for teaching faculty shall be for a nine-month work period commencing in September and ending in June. Contracts for professional librarians shall cover an eleven-month work period.

B. APPOINTMENTS

1. Initial appointments will usually be for one year.
2. The University Personnel Committee may, at its discretion, recommend waiver of part or all of the probationary period for tenure described in Section C below for a nominee for initial appointment to the rank of professor or part of the probationary period for an initial appointment to the rank of Associate Professor. The decision to recommend such a waiver shall be made in accordance with procedures detailed in the by-laws of the Committee.

C. REAPPOINTMENTS

1. Reappointment up to three years of service will usually be made annually. Thereafter a term contract for four, three or two years may be granted, dependent on prior professional experience. For example, if the faculty member has not had appropriate teaching or library experience, the contract may be for four years; if he has had such experience for one year, the contract may be for three years; if he has had such experience for two or more years the contract may be for only two years. Recognition of prior service shall be stated in writing at the time of the original contract. Alternatively, reappointment may continue on an annual basis for four, three, or two years, or the contract may be permitted to lapse after due notice.
2. Reappointments for annual and term contracts will normally be made by February first of the year in which the contract begins. Except for those serving their first or second year at Adelphi, notice of non-renewal of contract shall be given by the President or a representative designated by him at least one year in advance of its effective date. For those serving their first year, notice of non-renewal shall be given no later than February first; for those serving their second year, no later than December fifteenth, or six months prior to termination of the appointment.
3. When the University decides not to renew an appointment of any member of the faculty during the probationary period and gives written notice as provided above, the University is under no obligation to defend its decision or explain its action except as provided in Article VII.

D. TENURE

1. Any member of the teaching and professional library faculty who has had at least six years of professional experience acceptable to the University Personnel Committee with at least four years as full-time teacher or professional librarian at Adelphi, except as otherwise provided in Section B above, and who has been issued a contract for a seventh year, must receive notice from the President or his delegated representative no later than one year before its end that his appointment will terminate or that he will be granted tenure. Tenure shall mean that the faculty member so endowed shall be secure in his academic position until he reaches normal retirement age, except under circumstances and procedures described in Section A above.

E. PROMOTIONS

1. The President, the Chief Academic Officer, the Deans, a chairman of a department, the Director of Libraries, or the University Personnel Committee may recommend an evaluation for promotion, or any member of the teaching or professional library faculty may request such an evaluation. In general, a request for evaluation from a faculty member will not be considered until a member of the teaching or professional library faculty has served four or more years in the rank of Assistant Professor, or five or more years in the rank of Associate Professor, and has met the minimum academic requirements of the next higher rank as defined in the by-laws of the University Personnel Committee. Such requirements shall include possession of the Ph.D., the appropriate professional degree, or its equivalent; substantial evidence of instructional skill; and scholarly, creative or professional activity. In general, promotion is not to be considered as an automatic reward for service over any stated period of years but rather to be dependent on the above-mentioned criteria and the candidate's potential for professional growth. A faculty member who has completed at least two years as a full-time teacher or professional librarian at Adelphi and who would be eligible to request evaluation for regular promotion to the rank of Associate or Full Professor within one year following the time of his evaluation for tenure may request a combined evaluation for both purposes at the earlier date, but the award of such promotion shall take place at the time it would otherwise be made effective.

2. Notification of decisions regarding promotion will normally be made by February first of the year in which the promotion is due to take effect.

F. LEAVES-OF-ABSENCE

1. Sabbatical leaves-of-absence shall normally be granted for purposes of professional growth after each period of seven years of full-time teaching or professional library work. To be eligible for the first such leave the candidate must have spent at least the last five of these years at Adelphi. Eligible faculty members must make formal application to the University Personnel Committee and must submit plans for study, research, creative work, or other professional endeavor to be undertaken during the period of leave. Sabbatical leaves shall be counted toward tenure. Leaves may be for one-half year at full salary, or for a full year at half salary. A report on the recipient's activity during such leave must be filed with the University Personnel Committee at the expiration of the leave.

2. Honorary leaves-of-absence may be granted to faculty members who have given fifteen years of full-time service to Adelphi. Eligible faculty members must make formal application to the University Personnel Committee. The Committee's recommendation shall depend on the length and distinction of the applicant's service. Preferably, such leaves should be given at least five years in advance of the expected year of retirement. Although the honorary leave is not intended to be terminal, it may be granted in any year up to retirement. The same salary stipulation shall apply as for sabbatical leaves, but no more than one honorary leave may be granted any member of the faculty during his term of service with the University. No report shall be required of recipients of honorary leaves.

3. Leaves-of-absence without pay may be granted by the Administration at any time when such leave is not to the detriment of the University. Such time on leave may be counted toward tenure or promotion upon approval by the University Personnel Committee of a written request from a faculty member made within eighteen months of the date on which the leave becomes effective.

4. At least three years of full-time service must elapse between a sabbatical and an honorary leave-of-absence, and at least one year of full-time service must elapse between a leave-of-absence without pay and either a sabbatical or honorary leave-of-absence.

G. RETIREMENT

1. Faculty members shall retire at the end of the academic year in which their 68th birthday falls. No member may serve full-time after that age. Members of the faculty wishing to retire beginning at age 62 may do so.

2. Faculty members who retire with the rank of Professor and who have been full-time faculty at Adelphi for at least seven years shall automatically be granted the rank of Professor Emeritus. Other faculty members can be granted Emeritus rank on the recommendation of the Personnel Committee. In order to obtain this recommendation it must be established that meritorious service has been rendered.

Criteria for meritorious service include:

- a. distinguished service to the University
- b. distinguished teaching
- c. distinguished research, publication or the equivalent

Emeriti shall have the following rights and privileges:

- a. use of library
- b. if available, use of laboratory facilities
- c. invitation to all faculty functions
- d. when available, office space and secretarial help for scholarly work
- e. permanent identification card
- f. continued listing in the catalogues of the respective schools and colleges.

H. OBLIGATIONS

By virtue of accepting a position at Adelphi University, a faculty member acknowledges his obligation to uphold the standards of professional conduct and responsibility generally accepted in the academic community.

It is expected that any member of the faculty intending to resign his post will give the University suitable notice, at least no later than May 15th. It is also recognized that emergencies will occur. In such an emergency, the faculty member may ask the appropriate officials to waive this requirement; but he should conform to their decision.

I. APPLICATION OF THE PROVISIONS OF THIS ARTICLE TO PROFESSIONAL LIBRARIANS

Professional librarians on the Adelphi faculty as of the effective date of this Plan shall have service at Adelphi prior to the effective date of this Plan counted in full for purposes of reappointment, tenure, and leaves-of-absence. Those with seven or more years of service at Adelphi prior to the effective date of this Plan shall receive tenure upon the adoption of the Plan. Professional librarians appointed to the Adelphi faculty after the effective date of this Plan shall be covered by the provisions of Article IV without exception.

ARTICLE V ADMINISTRATIVE OFFICERS AND RESEARCH ASSOCIATES

A. Pursuant to the recommendation of the appropriate officer, the President shall recommend to the Board of Trustees appointments, reappointments, and non-renewals of contract of Research Associates. Appointments will usually be for one year or for a period no longer than the period of the research project; reappointments may be for one or more years.

B. Tenure cannot be earned through service as an administrative officer or Research Associate. Those who have earned tenure at Adelphi as teaching or professional library faculty shall retain tenure in said tenured positions even though they accept appointments as administrative officers or Research Associates.

Those members of the administrative staff who hold faculty rank at the time of adoption of this Plan shall continue to do so; others shall not unless they are appointed to faculty rank by the regular means.

ARTICLE VI DEPARTMENT CHAIRMEN

A. Department chairmen shall be appointed by the President after full consultation with the department and related departments and approval of the prospective chairman by a secret ballot of those full-time faculty who have been full-time members of the department for at least one year. If a deadlock occurs between the President and the department, the President shall submit his choice for department chairman to the University Personnel Committee for its recommendation. In cases where the deadlock concerns an incumbent chairman, the recommendation of the University Personnel Committee shall be final.

B. A Chairman shall serve for a term of three years and shall be eligible for reappointment according to the procedure above. No chairman shall be removed from office before his stated term has expired except by the President with the approval of a majority of the full-time faculty who have been full-time members of the department for at least one year. In cases where a deadlock occurs between the President and the department members over removal of an incumbent chairman before his term of office has expired, both the President and the department members may submit their final recommendations to the University Personnel Committee for final determination.

C. In general, chairmen of departments should have tenure as faculty members. No chairman may serve who does not have a term contract as a faculty member for at least three years. Should the department or the President wish to continue a non-tenured chairman in office beyond his or her initial period of appointment as chairman, the chairman shall be evaluated for tenure by the University Personnel Committee before the end of his third year of service.

ARTICLE VII GRIEVANCE COMMITTEE

A. If any full-time or part-time faculty member (or members) feels that he has cause for grievance in any matter other than dismissal proceedings as outlined in Appendix B., he may petition the Faculty Grievance Committee for redress. The petition shall set forth in detail the nature of the grievance and shall state against whom the grievance is directed. It shall contain any factual or other data which the petitioner deems pertinent to his case. The Committee shall have the right to decide whether or not the facts merit a detailed investigation. Submission of a petition shall not automatically mean investigation or detailed consideration thereof. The Committee may seek to bring about a settlement of the issue satisfactory to both parties. If in the opinion of the Committee such a settlement is not possible or is not appropriate, the Committee shall report its findings and recommendations to the petitioner and to whatever administrative officer or faculty body it chooses. In the event that the aggrieved party or the Grievance Committee does not concur in the final disposition of the grievance by those concerned, either or both may exercise the right of conference between Trustees, Administration and Faculty by appealing the case to the Board of Trustees or its designated committee. The position of the appellant(s), the Grievance Committee, and the Administration, shall be presented in writing prior to any conference. Following the conference, the Board of Trustees shall make final determination of the issue.

The Grievance Committee shall consist of three members of the faculty who have tenure and who are elected at large for three-year terms on a rotating basis. Three alternate members shall be elected to the Grievance Committee annually. Alternates shall participate in the deliberations of the Committee only when, and to the extent that, any of its regular members are unable to participate in cases, either for personal reasons or because of a possible conflict of interest. No two members of the Grievance Committee, regular or alternate, may be from the same Professional School or department, or from the Library. The members shall be eligible for re-election. The Committee shall elect its own chairman and adopt its own procedures. No department chairman nor any member of the University Personnel Committee may serve on the Committee.

If a faculty member on probationary appointment alleges that a decision not to reappoint him is caused by considerations violative of academic freedom, his allegation shall be given preliminary consideration by the Grievance Committee. If the Committee concludes that there is probable cause for the faculty member's allegation, the matter shall be heard in the manner set forth in Appendix B, except that the faculty member will be responsible for stating the grounds on which he bases his allegations.

ARTICLE VIII
ANNUITIES, INSURANCE AND OTHER BENEFITS

The annuities, insurance, and other benefits provided at the date of adoption of this Personnel Plan (but not including leaves-of-absence covered separately in Article IVF) shall be continued without reduction or elimination for all persons entitled to such benefits under the Plan. A statement of such benefits as they now exist or as they may be modified from time to time shall be incorporated in Appendix C of this Plan.

New or increased benefits may be introduced pending amendment of this Plan.

ARTICLE IX
AMENDMENTS

Any amendments to this Plan must be approved by the faculty by a 2/3 vote of those present and voting at the faculty meeting at which the amendment is presented.

Amendments may be proposed by the Board of Trustees, the President, the University Personnel Committee or by a faculty member or members. Any such proposed amendments shall be forwarded in writing to the President for his information and to the University Personnel Committee for its consideration and recommendations. The Committee will forward the proposed amendment together with its recommendations in writing to the faculty for its approval or rejection. In each instance of referral of an amendment first to the University Personnel Committee and second to the faculty, the proposed amendment shall be forwarded to the body in question one month before the amendment comes to a vote. The action of the faculty shall be transmitted to the Board of Trustees by the President for its approval or rejection.

APPENDIX A

This appendix is a complete reproduction of the Statement on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors and adopted January 10, 1941. Since that date the Statement has been endorsed by fifty-five other organizations representing a wide range of the academic community. As stated in Article ID of this Plan, Adelphi University subscribes to this Statement in its entirety.

ACADEMIC FREEDOM

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ACADEMIC TENURE

A. After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

2. Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

3. During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

4. Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

5. Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

APPENDIX B

"Statement on Procedural Standards in Faculty Dismissal Proceedings" of the American Association of University Professors as adapted by Adelphi University.

FOREWORD

The following Statement on Procedural Standards in Faculty Dismissal Proceedings has been prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors. It is intended to supplement the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the "academic due process" that should be observed in dismissal proceedings.

PROCEDURAL RECOMMENDATIONS

1. Preliminary Proceedings Concerning the Fitness of a Faculty Member.

When reason arises to question the fitness of an Adelphi University faculty member who has tenure or whose term appointment has not expired, the department chairman and/or the appropriate administrative officers shall discuss the matter with him in a personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, the Grievance Committee charged with rendering confidential advice in such situations, may, upon the aggrieved faculty member's request, inquire into the situation to effect an adjustment. If an adjustment is not effected, the Grievance Committee shall determine whether in its view formal proceedings should be begun, or if the President, even after considering a recommendation of the Committee favorable to the aggrieved party, expresses his conviction that a proceeding should be undertaken, action shall be taken according to the procedures which follow. Except where there is disagreement, a statement with reasonable particularity specifying the grounds proposed for the dismissal shall be formulated jointly by the President and the Grievance Committee; if there is a disagreement, the President or his representative shall formulate the statement.

2. Commencement of Formal Proceedings.

The formal proceedings shall be commenced by a written statement to the faculty member by the President, informing him of the statement formulated, and notifying him that, if he so requests, a hearing to determine whether he should be removed from his present position on the grounds stated shall be conducted by a faculty-elected Ad Hoc Hearing Committee consisting of at least five members, each of whom is tenured. The President shall specify the time and place of the hearing. A maximum of six weeks shall be allowed the aggrieved party to prepare his defense. The faculty member shall be informed by reference to the Adelphi University Personnel Plan of the procedural rights accorded him. The faculty member shall reply to the President in writing his wishes concerning a hearing. He shall respond not less than one week before the hearing date specified in the President's letter.

3. Suspension of a faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, such suspension shall be with pay.

4. The Ad Hoc Hearing Committee.

This committee of at least five elected, tenured, faculty members shall conduct the hearings. Its members shall have been in no way involved in the case, and shall be constituted within one week's time after the President's letter to the faculty member has been sent. The faculty, in electing such an ad hoc hearing committee should select members on the basis of their objectivity, competence, and the regard in which they are held at Adelphi University. The Committee shall elect its own Chairman.

5. The Ad Hoc Hearing Committee's Proceeding.

The Committee shall proceed by considering the statement of grounds for dismissal already formulated by the Grievance Committee and the President together with the faculty member's written response drafted before the time of the hearing. If the faculty member has not requested a hearing, the Committee shall consider the case on the basis of all available data and decide whether his services should be terminated; otherwise the hearing shall be scheduled and conducted. The Committee, in consultation with the President and the faculty member, shall exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of the witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

The President shall have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case; but the Committee shall determine the order of proof, normally conduct the questioning of witnesses, and if necessary, secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance by counsel whose functions shall be similar to those of the representative chosen by the President. The faculty member shall have the additional procedural rights set forth in the 1940 Statement of Principles on Academic Freedom and Tenure (See Appendix A), and shall have the aid of the Committee, when needed, in securing attendance of witnesses. The faculty member or his counsel and the representative of the President shall have the right within reasonable limits to question all witnesses who testify orally. The faculty member shall have the right to be confronted by all witnesses adverse to him. Where unusual and urgent reasons move the Ad Hoc Hearing Committee to withhold this right, or where the witnesses cannot appear, the identity of the witness, as well as his statements shall nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may, when necessary, be taken outside the hearing itself and reported to it. All evidence shall be transcribed. Unless special circumstances warrant, it shall not be necessary to follow formal rules of court procedure.

6. Consideration by the Ad Hoc Hearing Committee.

The Committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his counsel and the President's representative to argue orally before it. If written briefs would be helpful, the Committee may request them. The Committee may proceed to decision promptly, without having the transcript of the hearing, where it

believes that a joint decision can be reached by these means; or it may await the availability of the transcript if its decision would be aided thereby. The Committee shall make explicit findings with respect to each of the grounds of removal presented; a reasoned opinion shall be formulated. Publicity concerning the Committee's decision shall be withheld until consideration has been given to the matter by the Board of Trustees. The President and the faculty member shall be notified of the decision in writing and each shall receive a transcript of the hearing. Any release to the public shall be made through the President's office.

7. Consideration by the Board of Trustees.

The President shall transmit to the Board of Trustees the full transcript of the hearing and the written decision of the Ad Hoc Hearing Committee. Acceptance of the Ad Hoc Committee's decision will normally be expected. If the Board chooses to review the case, its review shall be based upon the transcript of the hearing, accompanied by the opportunity for argument, oral or written, or both, by the principals at the hearing or their delegated representatives. The decision of the Ad Hoc Hearing Committee shall be sustained, or the proceeding shall be returned to the Committee with objections specified. In such a case the Committee shall reconsider its decision, taking account of the Board's objections and receiving new evidence if necessary. The Committee shall frame its final decision and communicate it in the same manner as before. Only after study of the Committee's reconsideration shall the Board of Trustees make a final decision.

8. Publicity.

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by the faculty member or administrative officers shall be avoided so far as possible until the entire proceedings have been completed. Announcement of the final decision shall include a statement of the Ad Hoc Hearing Committee's original action if this has not been made known previously.

APPENDIX C

Annuities, Insurance and Other Benefits in effect at the date of adoption of this Faculty Personnel Plan (March 19, 1968)

1. RETIREMENT ANNUITY. In order to assist in establishing an adequate retirement plan, the University maintains a non-forfeitable annuity contract (TIAA/CREF) with the Teachers Insurance Annuity Association. The University will contribute an amount equal to six per cent of the annual base salary, up to the age of retirement, provided the faculty member contributes an equal amount. The University's matching contribution shall begin two years after the initial appointment unless the faculty member has served three years or more without TIAA participation at another accredited institution, in which case the contribution will start one year after the date of appointment. Faculty members who have participated in TIAA at another institution or who have previously participated in a State Retirement Plan may participate at Adelphi from the date of appointment unless there is a gap in employment of more than two years.

A ruling of the U. S. Treasury Department permits the University, upon request of the faculty member, and in accordance with provisions of the Internal Revenue Code, to pay a portion of his compensation in the form of annuities, and provides that on such amounts the income tax may be deferred until the individual receives income from the annuity after retirement.

Upon receiving notice that they have been granted tenure of appointment, members of the Instructional Staff and Professional Librarians who do not hold a TIAA annuity contract must initiate and maintain such a contract, or, in a written communication to the President, release the University from any obligation for support after retirement.

2. MEDICAL INSURANCE. Participation in the Blue-Cross Blue-Shield plan is available to all faculty members. Participation can begin with the date of employment or during a semi-annual enrollment. The faculty member pays the cost of this plan at a reduced group-rate.

Major Medical insurance is made available by the University to absorb the impact of large medical expenses not reimbursed by Blue-Cross Blue-Shield. This plan is underwritten with TIAA and provides a faculty member and each of his dependents with substantial benefits. The University pays for the premium covering the faculty member; cost of dependent insurance is paid by the faculty member.

3. LIFE INSURANCE. This plan was designed to protect faculty members and their families, and is underwritten with the Equitable Life Assurance Company. The insurance is for the amount of 200% base, annual salary to age 62; 100% for age 62 - 65, and 50% of base, annual salary over age 65. The spouse of the faculty member is insured for \$5,000 and each dependent child for \$1,000. The University shares the cost.

4. LONG-TERM DISABILITY INSURANCE. The University has an insurance plan providing for continuation of both income and annuity premiums during periods of disability extending beyond six months. Benefits may be paid until age 65 is reached. The monthly income benefit is geared to assure the disabled faculty member that he will receive from all sources about one-half of the income he was earning at the time disability occurred. Participation begins when the faculty member starts the fourth year, and the cost is paid by the University.

5. SOCIAL SECURITY. Participation in the Federal Old Age Benefits plan is compulsory upon the effective date of any full-time or part-time appointment.

6. TUITION REMISSION. Immediately following the date of appointment any full-time faculty member and/or his spouse may take free of charge one graduate or undergraduate course per semester.

One year following the date of appointment of any full-time faculty member the dependent children of that faculty member are eligible for full free undergraduate tuition at Adelphi, Hofstra University or C.W. Post College provided the children can meet the regular admission standards of the university selected.

7. TRAVEL INSURANCE. Any member of the faculty or staff of Adelphi University shall be insured for the principal amount of \$100,000 when traveling in this country or abroad on official university business in an authorized conveyance, including privately owned automobiles. For each traveler's protection it is important to record in official departmental files all official business trips, local or otherwise, prior to departure.

NOTE: More current information regarding the foregoing and other fringe benefits may be found in Article XIII of the Collective Bargaining Agreement currently in effect (September 1, 1984 through August 31, 1987).